

Pre-Bid Queries and Replies for RFP 03/2018-19 dated 07/05/2018 for Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank through E-Procurement

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. <u>All the Hardware / Software ordered should have comprehensive onsite warranty of One year and AMC support for further 4 years.</u>	Bank reserves the right to increase or decrease the quantum of purchase by 25%- 10% in respect to the quantity specified in this tender at the same rate arrived at on the terms and conditions of this tender. 2. Bidder agrees to provide the increased quantity at the same terms and conditions. However additional prices shall be charged for the goods supplied over the contracted quantity.	Bidder has to comply with the RFP Terms.
2	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. <u>All the Hardware / Software ordered should have comprehensive onsite warranty of One year and AMC support for further 4 years.</u>	All the Hardware/Software ordered should have comprehensive onsite warranty of 3 Years and AMC support for further 2 years	Bidder has to comply with the RFP Terms.
3	10	B. Scope of Work 8.1. Existing setup of the Bank & Network Architecture:	8.1.5. The router shall be configured by the bidder for Access list, QoS, CoS, etc., as required by the Bank during acceptance, warranty and AMC, if contracted.	Request bank to consider the following: All the required configuration will be provided by bank/bank NI, testing will be also be done by the NI. Bidder will extend all possible support to bank/bank's NI.	Bidder has to comply with RFP terms, it is clarified that Bank will provide basic configuration template to the bidder. The bidder has to configure the router and has to coordinate with Bank officials for acceptance & testing.
4	1D	8. Scope of Work 8.1. Existing setup of the Bank & Network Architecture:	B.1.6.6. Router's capability: c) All the specifications & features in accordance with the RFP technical specifications should be available in the Router from the day one of the installation of the Router.	Kindly confirm whether the 3 ports are day one requirement or "should have a support of 3 ports with minimum of 2 WAN 10/100/1000 BASE-T Routable ports from the day one". The clarity will help us to arrive on the best Router accordingly	Bidder has to comply with RFP terms. Please refer amendments.
5	11	B. Scope of Work B.2. PRESENT SCOPE OF WORK:	B.2.3. Replacement of existing Router with the newly ordered Router and ensure the Branches/ATMs function smoothly for accessing Bank's Network resources with respect to Equipments and links. The end-to-end activity to be taken care by the selected bidder and all the charges related to the activity to be included as per the BOM format only, whether it is explicitly mentioned in the RFP or not.	Request bank to consider the following: Downtime should be confirmed by the customer, at least 2 days in advance so that router replacement activity can be planned. LC from bank or spoc from bank NI should be present at site during the activity.	Bidder has to comply with the RFP Terms.
6	11	B. Scope of Work B.2. PRESENT SCOPE OF WORK:	8.2.10. The Bidder's scope of work as per the conditions of RFP and technical specifications shall supply & installation of ordered Equipments, transportation, transit insurance, local delivery, storage and installation insurance up to acceptance by the Bank, cabling, installation, commissioning and integration, acceptance testing, training, commissioning of link in the Network Devices supplied and also includes documentation, warranty, annual maintenance (if contracted).	Request bank to consider the following: Once the installation completed at customer location, before or after getting the acceptance, bank will be responsible to ensure the safety/security of the device.	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.
7	11	B. Scope of Work B.2. PRESENT SCOPE OF WORK:	8.2.11. The Bidder shall be responsible for installation and commissioning of the Equipments including cabling and other related activities such as unpacking, uncrating, inspection etc.	Request bank to consider the following: Router and power cables will be provided by bidder, LAN/WAN ethernet cables will be provided by bank at all locations.	Bidder has to comply with RFP terms.it is clarified that only LAN ethernet cables shall be provided/made available at ordered locations by the Bank.
8	11	B. Scope of Work 8.1. Existing setup of the Bank & Network Architecture:	8.1.6.8. The Bank has the following Network Security Architecture: End-to-End Router based security (IPSEC 3 OES) / Any to Any Encryption based on Group domain of interpretation (GDOI) for all locations. Installed Cisco, Juniper UTM and Checkpoint firewall at DC and DRC for restricted permission and access. All the critical and Banking Applications Data from the Branches to the server locations are encrypted.	Hope either Cisco or the HPE's core infra is capable to handle 1500 Branches to form GDOI tunnel as the architectures are different between HPE and Cisco which cannot be converged if there is any crunch on the existing infra w.r.t capabilities (tunnels). This information will help us to ensure the capabilities of the existing infra for the smooth migrations.	The RFP is floated majority for replacement of Existing routers. The details will be shared with the successful bidder.



9	11	B. Scope of Work 8.2. PRESENT SCOPE OF WDRK:	8.2.3. Replacement of existing Router with the newly ordered Router and ensure the Branches/ATMs function smoothly for accessing Bank's Network resources with respect to Equipments and links. The end-to-end activity to be taken care by the selected bidder and all the charges related to the activity to be included as per the BOM format only, whether it is explicitly mentioned in the RFP or not.	Kindly let us know the location wise Existing Router Details. This will help us to prepare the offline configurations and can optimize the downtime during the migration activities	The details shall be shared with the successful bidder.
10	11	8. Scope of Work 8.2. PRESENT SCOPE OF WORK:	8.2.8. Enablement of network and data security parameters in Router. Further Bidder shall be responsible for migrating to IPV6 IP Schema from IPV4 as and when Bank's plan to go for during project implementation period.	Kindly confirm whether the existing infra having proper hardware to meet the IPV6 migration otherwise during the actual plan of IP schema migration, we have to design the architecture and the scope with all the mandate components to form the IPV6 infrastructure. In that case, this may cause different efforts and competencies than the skills required to migrate the Branch Routers alone. So, please consider the IPV6 migration as a separate scope so that we can quote the implementation costing only for the Branch Router migration against the current RFP. This will help us to quote the implementations cost optimally	Bidder has to comply with the RFP Terms.
11	11	8. Scope of Work	8.2. PRESENT SCOPE OF WORK: 8.2.10. The Bidder's scope of work as per the conditions of RFP and technical specifications shall supply & Installation of ordered Equipments, transportation, transit insurance, local delivery, storage and installation insurance up to acceptance by the Bank, cabling, installation, commissioning and integration, acceptance testing, training, commissioning of link in the Network Devices supplied and also includes documentation, warranty, annual maintenance (if contracted).	If cabling is needed, please bring it as line item in commercials.	Bidder has to comply with the RFP Terms.
12	12	8. Scope of Work 8.2. PRESENT SCOPE OF WORK:	8.2.19. The WAN shall be equipped with following redundancy: 8.2.19.3. In case of MPLS backed up by Lease Line/RF/VSAT/CDMA, whenever MPLS fails, the branch end shall automatically connect to the central location automatically without any manual intervention. Similarly, whenever MPLS is restored, the link should switch over automatically from VSAT/CDMA/MPLS to MPLS.	# 1 . Please provide the break up of MPLS/LL/CDMA/VSAT locations # 2 . Request Bank to provide the list of 1500 locations (Cities/Towns/Villages) The details will help in arriving appropriate mandays and commercials	The details shall be shared with the successful bidder.
13	12	B. Scope of Work	8.2. PRESENT SCOPE OF WORK: 8.2.19. The WAN shall be equipped with following redundancy: 8.2.19.1. The Routers should be configured for load sharing and auto fallback between primary and alternate connectivity for technically feasible locations. Bank is using MPLS and VSAT as primary connectivity and MPLS/ISDN/CDMA/VSAT/RF as alternate connectivity. 8.2.19.2. In case of MPLS backed up by ISDN, whenever leased line fails, the branch end shall initiate an ISDN call to the central location automatically without any manual intervention. Similarly, whenever MPLS is restored, the link should switch over automatically from ISDN to MPLS. 8.2.19.3. In case of MPLS backed up by Lease Line/RF/VSAT/CDMA, whenever MPLS fails, the branch end shall automatically connect to the central location automatically without any manual intervention. Similarly, whenever MPLS is restored, the link should switch over automatically from VSAT/CDMA/MPLS to MPLS.	Please provide information as need to consider in effort estimation for new router implementation whether existing router configured & working property for all failover & fallback scenarios mentioned or as SI we need to consider efforts for configuration of these new feature while implementation.	Bidder has to comply with the RFP Terms.



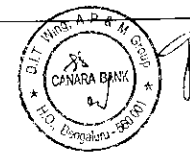
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14	12	B. Scope of Work	B.3. All cables/ connectors /adapters/other interfaces required for connection of WAN shall be done by the bidder.	The newer routers comes with 15Amp socket for power, Requesting to confirm whether 15 Amp socket will be available to power on the router at all branches and in case of unavailability bank branch will make it available.	Kindly refer clause 43 of the RFP.
15	12	B. Scope of Work	8.2. PRESENT SCOPE OF WORK: B.2.13. Supply of ordered devices at the respective places and Installation & Commissioning, Acceptance Test and Warranty support of Equipments. B.2.17. The Bidder has to supply all the Routers and other items to all the ordered locations as per the Technical Specifications mentioned in the Annexure-7.	Bidder has to supply all the Routers to Circle Office and Bank will send to final delivery location.	Bidder has to comply with RFP Terms. It is clarified that it is the bidder's responsibility to deliver the Routers to the Ordered locations shared by the Bank.
16	13	B. Scope of Work	8.6. The Bidder shall provide all other required equipments and services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability of the network.	As routers will be supplied as per the specifications and requirement explained and shared by the customer. In case of new requirement or some other specification, incase hardware upgrade is required then customer has to borne the additional cost.	Bidder has to comply with the RFP Terms.
17	26	31. Bid Validity Period:	The Offer submitted and the prices quoted therein shall be valid for 180 days from the date of opening of Commercial Bid/ conducting of Reverse Auction. Bid valid for any shorter period shall be rejected by the Bank.	Bid validity period 90 days	Bidder has to comply with the RFP Terms.
18	27	35. Award of Contract:	35.2. The contract shall, be awarded and the order shall be placed on selected L1 Bidder/s. Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan.	Bank is requested to release the order in full.	Bank intends to place the Order in full. However, Bank at its discretion can place the order in parts if the need arises.
19	28	39. Security Deposit / Performance Bank Guarantee:	39.1. The successful bidder/s should submit a Security Deposit / Performance Guarantee for 15% of total value of the contract within 15 days from the date of acceptance of the Purchase Order/ Letter of Intent / Notification of Award.	We would like to request you amend the clause as The successful bidder/s 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 Purchase Order/Letter of Intent/Notification of Award.	Bidder has to comply with the RFP Terms.
20	28	39. Security Deposit / Performance Bank Guarantee:	39.3. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (plus GST) for each completed calendar week of delay or part thereof on the cost of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% (plus GST) of the total order value.	Request to drop this clause.	Bidder has to comply with the RFP Terms.
21	28	39. Security Deposit / Performance Bank Guarantee:	39.1. The successful bidder/s should submit a Security Deposit / Performance Guarantee for 15% of total value of the contract within 15 days from the date of acceptance of the Purchase Order/ Letter of Intent / Notification of Award.	Request bank to kindly amend to 10%	Bidder has to comply with the RFP Terms.
22	28	38. Project Execution:	The entire project needs to be completed expeditiously. The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Bengaluru. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder should have prior experience in implementing similar project. <u>Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order.</u> The Bidder shall submit a progress report to the Bank on the Monthly progress in installation/commissioning of the solution as per format, which will be made available to the selected bidder.	Project Kick-off meeting should happen within 15 days from the date of acceptance of PO.	Bidder has to comply with the RFP Terms.



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23	28	39. Security Deposit / Performance Bank Guarantee:	39.1. The successful bidder/s should submit a Security Deposit / Performance Guarantee for 15% of total value of the contract within 15 days from the date of acceptance of the Purchase Order / Letter of Intent / Notification of Award.	Security deposit/PBG of 10% within 21 days	Bidder has to comply with the RFP Terms.
24	29	41. Delivery, Installation, Commissioning and Acceptance:	41.1. <u>Delivery of Materials:</u> Delivery of materials should be within 6 weeks for Non-Road Permit Locations and 8 Weeks for Road Permit Locations for each ordered location/s from the date of intimation of locations. Please note that no extra charge / tax will be paid for those location/s where road permit is required. Bidder only has to arrange for road permit, taxes for road permit, Transit insurance, Transit Permit at his cost. The Bank will not arrange for any Road Permit / Sales Tax clearance for Delivery of hardware to different locations and the Bidder is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.	Request bank to modify this clause as follows considering the volume 12 weeks for Circle office or Regional office 14 Weeks for Branch locations	<u>RFP Clause is modified as under:</u> 41.1. <u>Delivery of Materials:</u> Delivery of materials should be within 8 weeks for Non-Road Permit Locations and 10 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.
25	29	41. Delivery, Installation, Commissioning and Acceptance:	41.1. <u>Delivery of Materials:</u> Delivery of materials should be within 6 weeks for Non-Road Permit Locations and 8 Weeks for Road Permit Locations for each ordered location/s from the date of intimation of locations. Please note that no extra charge / tax will be paid for those location/s where road permit is required. Bidder only has to arrange for road permit, taxes for road permit, Transit insurance, Transit Permit at his cost. The Bank will not arrange for any Road Permit / Sales Tax clearance for Delivery of hardware to different locations and the Bidder is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.	Request bank to consider installation timeline as 4 weeks from the date of customer intimation.	<u>RFP Clause is modified as under:</u> 41.1. <u>Delivery of Materials:</u> Delivery of materials should be within 8 weeks for Non-Road Permit Locations and 10 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.
26	29	41. Delivery, Installation, Commissioning and Acceptance:	41.1. <u>Delivery of Materials:</u> Delivery of materials should be within 6 weeks for Non-Road Permit Locations and 8 Weeks for Road Permit Locations for each ordered location/s from the date of intimation of locations. Please note that no extra charge / tax will be paid for those location/s where road permit is required. Bidder only has to arrange for road permit, taxes for road permit, Transit insurance, Transit Permit at his cost. The Bank will not arrange for any Road Permit / Sales Tax clearance for Delivery of hardware to different locations and the Bidder is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.	We request to change 8 weeks for road permit locations and 10 weeks for non-road permit locations	<u>RFP Clause is modified as under:</u> 41.1. <u>Delivery of Materials:</u> Delivery of materials should be within 8 weeks for Non-Road Permit Locations and 10 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.
27	29	41. Delivery, Installation, Commissioning and Acceptance:	41.1. <u>Delivery of Materials:</u> Delivery of materials should be within 6 weeks for Non-Road Permit Locations and 8 Weeks for Road Permit Locations for each ordered location/s from the date of intimation of locations. Please note that no extra charge / tax will be paid for those location/s where road permit is required. Bidder only has to arrange for road permit, taxes for road permit, Transit insurance, Transit Permit at his cost. The Bank will not arrange for any Road Permit / Sales Tax clearance for Delivery of hardware to different locations and the Bidder is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.	Request to dilute the clause as: If our offer is accepted, we undertake to complete delivery of materials within 10 weeks from the date of receipt of the Purchase Order for non-road permit locations and within 12 weeks for Road Permit locations. Also, we undertake to complete installation, configuration and commissioning of the delivered Hardware & Software and complete all the works specified in the Scope of Work at the bank branch/office within 15 days from the date of delivery of all the materials for each ordered locations	<u>RFP Clause is modified as under:</u> 41.1. <u>Delivery of Materials:</u> Delivery of materials should be within 8 weeks for Non-Road Permit Locations and 10 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.



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28	29	39. Security Deposit / Performance Bank Guarantee:	39.3. If the Security Deposit / Performance Guarantee is not submitted within the time stipulated above, penalty at D.50% (plus GST) for each completed calendar week of delay or part thereof on the cost of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% (plus GST) of the total order value.	43.2. If the Security Deposit / Performance Guarantee is not submitted within the time stipulated penalty at 0.50% D.25 % (plus GST) for each completed calendar week of delay or part thereof on the cost of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5%-3% (plus GST) of the total order value.	Bidder has to comply with the RFP terms.
29	29	41. Delivery, Installation, Commissioning and Acceptance:	41.1. Delivery of Materials: Delivery of materials should be within 6 weeks for Non-Road Permit Locations and 8 Weeks for Road Permit Locations for each ordered location/s from the date of intimation of locations. Please note that no extra charge / tax will be paid for those location/s where road permit is required. Bidder only has to arrange for road permit, taxes for road permit, Transit insurance, Transit Permit at his cost. The Bank will not arrange for any Road Permit / Sales Tax clearance for Delivery of hardware to different locations and the Bidder is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the Bidder, if required.	Request to change Delivery period to 8 weeks from the date of receipt of the Purchase Order for non-road permit locations and 1D weeks for Road permit locations.	<u>RFP Clause is modified as under:</u> 41.1. <u>Delivery of Materials:</u> Delivery of materials should be within 8 weeks for Non-Road Permit Locations and 1D 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.
30	29	41. Delivery, Installation, Commissioning and Acceptance:	41.1. <u>Delivery of Materials:</u> Delivery of materials should be within <u>6 weeks for Non-Road Permit Locations and 8 Weeks</u> 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.	Delivery be increased from 6 weeks to 1D weeks for Non-RP and 8 weeks be increased to 12 weeks for RP locations respectively. Including PDI	<u>RFP Clause is modified as under:</u> 41.1. <u>Delivery of Materials:</u> Delivery of materials should be within 8 weeks for Non-Road Permit Locations and 1D 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.
31	30	41. Delivery, Installation, Commissioning and Acceptance:	41.2. Bank shall provide the Circle Office address and contact details for delivery of materials. As the requirement of the hardware is for various Branches/Offices which will open during next 3-4 months period and premises are not finalized, delivery has to be done at Bank's Circle Office Locations. The effective date for delivery will be from the date of providing the addresses of Circle Offices to selected Bidder by the Bank. All the ordered materials should be delivered as mentioned in clause 41.1. On finalization of Branch/Office/ATM location bank will move the devices to the end location and instruct bidder for installation. However Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are yet to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations without any additional cost to the Bank. Correct Serial Numbers of the Devices should be captured by bidder before delivery of the Devices for future tacking, inventory management and shall be shared with Bank.	Serial number will not reflect in pre-printed Tax Invoice & the same will be shared in a relevant format (excel or Word)	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.



Pre-Bid Queries and Replies for RFP 03/2D18-19 dated D7/D5/2D18 for Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank through E-Procurement

32	31	41. Delivery, Installation, Commissioning and Acceptance:	41.8. Installation of Materials: Installation of materials should be within 15 Days (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Bidder shall do site survey compulsorily as per clause 43, before/during installation and satisfy themselves that Site is ready as per the device requirements before installing the equipments. Installation should be completed as per Scope of work. The installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Installation payment shall be paid against completion of installation of all the ordered materials and completion of scope of work duly certified by bank's officials in the installation	Request bank to provide installation acceptance sitewise. In case, if the equipments are not provided as per the requirement, then penalty shall be applicable only for the undelivered portion of equipments. Acceptance need to be provided if the instalation is pending because of site readiness or any other issue from bank's side within 3D days of hardware delivery.	RFP Clause is modified as under: 41.8. Installation of Materials: Installation of materials should be within 1 month (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Bidder shall do site survey compulsorily as per clause 43, before/during installation and satisfy themselves that Site is ready as per the device requirements before installing the equipments. Installation should be completed as per Scope of work. The installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Installation payment shall be paid against completion of installation of all the ordered materials and completion of scope of work duly certified by bank's officials in the installation
33	31	41. Delivery, Installation, Commissioning and Acceptance:	41.B. Installation of Materials: installation of materials should be within 15 Days (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Bidder shall do site survey compulsorily as per clause 43, before/during installation and satisfy themselves that Site is ready as per the device requirements before installing the equipments. Installation should be completed as per Scope of work. The installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Installation payment shall be paid against completion of installation of all the ordered materials and completion of scope of work duly certified by bank's officials in the installation	Request bank to consider the following: 15 days shall exclude Govt holiday , Sunday , bank off , local strikes , location where inner line permit is required such as (Arunachal Pradesh, Nagaland, Manipur, Mizoram , Assam and Tripura)	RFP Clause is modified as under: 41.8. Installation of Materials: Installation of materials should be within 1 month (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Bidder shall do site survey compulsorily as per clause 43, before/during installation and satisfy themselves that Site is ready as per the device requirements before installing the equipments. Installation should be completed as per Scope of work. The installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Installation payment shall be paid against completion of installation of all the ordered materials and completion of scope of work duly certified by bank's officials in the installation
34	3D	41. Delivery, Installation, Commissioning and Acceptance:	41.2. Bank shall provide the Circle Office address and contact details for delivery of materials. As the requirement of the hardware is for various Branches/Offices which will open during next 3-4 months period and premises are not finalized, delivery has to be done at Bank's Circle Office Locations. The effective date for delivery will be from the date of providing the addresses of Circle Offices to selected Bidder by the Bank. All the ordered materials should be delivered as mentioned in clause 41.1. On finalization of Branch/Office/ATM location bank will move the devices to the end location and instruct bidder for installation. However Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are yet to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations without any additional cost to the Bank. Correct Serial Numbers of the Devices should be captured by bidder before delivery of the Devices for future tacking, inventory management and shall be shared with Bank.	Request bank to consider the following: In case of hardware relocation, the customer has to release the LDC to the bidder for the delivered hardware and release the shifting PO to bidder so that bidder can relog the order in system and complete the hardware relocation. No penalty/LD will be applicable on bidder in such cases for the delay.	RFP Clause is modified as under: 41.2. Bank shall provide the Location address and contact details for delivery of materials. As the requirement of the hardware also includes various Branches/Offices which will open during next 3-4 months period and premises are not finalized, delivery of hardware for such location to be done at Bank's Circle Office Locations. The effective date for delivery will be from the date of providing the addresses of location to selected Bidder by the Bank. All the ordered materials should be delivered as mentioned in clause 41.1. On finalization of Branch/Office/ATM location bank will move the devices to the end location and instruct bidder for installation. However Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are yet to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations without any additional cost to the Bank. Correct Serial Numbers of the Devices should be captured by bidder before delivery of the Devices for future tacking, inventory management and shall be shared with Bank.
35	30	41. Delivery, Installation, Commissioning and Acceptance:	41.3. On delivery of the Devices to Circle Offices, Circle Office will shift the devices to the respective new/proposed Branches/Offices and inform Bidder for installation. The warranty period will start from the date successful acceptance test carried out at the new Branch locations only.	Request bank to consider the following: Warranty/AMC support will start from the date of hardware delivery.	Bidder has to comply with the RFP terms.



36	31	41. Delivery, Installation, Commissioning and Acceptance:	41.8. Installation of Materials: Installation of materials should be within 15 Days (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Bidder shall do site survey compulsorily as per clause 43, before/during installation and satisfy themselves that Site is ready as per the device requirements before installing the equipments. Installation should be completed as per Scope of work. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Installation payment shall be paid against completion of installation of all the ordered materials and completion of scope of work duly certified by bank's officials in the installation	# How many intimation is expected in a week # Request bank to provide the slab of quantity of branches for router installation per intimation The details will help in arriving appropriate mandates and commercials	RFP Clause is modified as under: 41.8. Installation of Materials: Installation of materials should be within 1 month (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Bidder shall do site survey compulsorily as per clause 43, before/during installation and satisfy themselves that Site is ready as per the device requirements before installing the equipments. Installation should be completed as per Scope of work. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Installation payment shall be paid against completion of installation of all the ordered materials and completion of scope of work duly certified by bank's officials in the installation
37	31	41. Delivery, Installation, Commissioning and Acceptance:	41.8. Installation of Materials: Installation of materials should be within 15 Days (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Bidder shall do site survey compulsorily as per clause 43, before/during installation and satisfy themselves that Site is ready as per the device requirements before installing the equipments. Installation should be completed as per Scope of work. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Installation payment shall be paid against completion of installation of all the ordered materials and completion of scope of work duly certified by bank's officials in the installation	Pls increase the installation timelines as the type of cities 1. Metro - With in 15 days from the date of intimation 2. Tire-1 - With in 30 days from the date of intimation 3. Tire-2 - With in 45 days from the date of intimation 4. Tire-3 - With in 60 days from the date of intimation Bank should provide equal opportunity to bidder in terms of completion of the project. 15 days is unrealistic when we do not know what is the slab per intimation.	RFP Clause is modified as under: 41.8. Installation of Materials: Installation of materials should be within 1 month (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Bidder shall do site survey compulsorily as per clause 43, before/during installation and satisfy themselves that Site is ready as per the device requirements before installing the equipments. Installation should be completed as per Scope of work. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Installation payment shall be paid against completion of installation of all the ordered materials and completion of scope of work duly certified by bank's officials in the installation
38	3D	41. Delivery, Installation, Commissioning and Acceptance:	41.7. Non-compliance of the above delivery clause will result in imposing penalty at 0.50% of the cost of all the ordered equipments of the respective location for every 7 days of delay from the due date or part thereof separately for delay in delivery. However the total LD to be recovered under this clause shall be restricted to 5% of the total value of the order for that location.	Non,,Compliance of the above delivery clause will result in imposing penalty at 0.50% 0.25% of cost of all the ordered equipments of the respective locations for every 7 days of delay from the due date or part there of seperately for delay in delivery. However the total LD under this clause shall be restricted to 5% 3% of the total order value for that location	Bidder has to comply with the RFP terms.
39	31	41. Delivery, Installation, Commissioning and Acceptance:	41.8. Installation of Materials: Installation of materials should be <u>within 15 Days (including Holidays)</u> from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Bidder shall do site survey compulsorily as per clause 43, before/during installation and satisfy themselves that Site is ready as per the device requirements before installing the equipments. Installation should be completed as per Scope of work. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Installation payment shall be paid against completion of installation of all the ordered materials and completion of scope of work duly certified by bank's officials in the installation	Installation of materials : increase from 15 days to 21 days excluding Site Inspection of 10 days period.	RFP Clause is modified as under: 41.8. Installation of Materials: Installation of materials should be within 1 month (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Bidder shall do site survey compulsorily as per clause 43, before/during installation and satisfy themselves that Site is ready as per the device requirements before installing the equipments. Installation should be completed as per Scope of work. The Installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Installation payment shall be paid against completion of installation of all the ordered materials and completion of scope of work duly certified by bank's officials in the installation



40	31	41. Delivery, Installation, Commissioning and Acceptance:	<p>41.9. Acceptance test should be carried out at the each ordered locations. Acceptance test report will be reckoned after one month of successful working of the installed items at each location. Acceptance payment shall be paid against completion of Acceptance test of all the ordered materials at the ordered locations duly certified by bank's officials in the Acceptance Test report and Acceptance payment claim letter. The bidder shall submit the proof of performance authenticated by the bidder and bank's official at the time of requesting acceptance payment. However Acceptance test report format shall be prepared by the Bank. The Bidder should strictly follow as per acceptance test report format only. Other formats shall not be considered. If the specifications of the RFP are not met by the Bidder during various tests, the Bidder shall rectify or replace the same to comply with the specifications within 15 days till such period Bank will not consider as accepted of all the materials and ownership shall be with Bidder only. Ownership of materials will come to the bank when successful completion of acceptance test and duly certified by the bank's officials in the acceptance test report. The bidder shall take appropriate insurance at their cost to cover the hardware items during transit, delivery, installation and commissioning and till acceptance test completed and</p>	<p>Request bank to modify consider this and modify this clause: Acceptance test report will be reckoned after 3 to 4 days of successful working of the installed items at each locations Also consider the following request: A Consolidated IR report will be collected respective to the Quantity delivered to the circle office , irrespective to which branch the hardware might be installed & soft copy will be provided for payments This project being very large and hence it becomes very difficult to handle such huge number of documents. Hence please consider our request.</p>	<p><u>RFP Clause is modified as under:</u> 41.9. Acceptance test should be carried out at the each ordered locations. Acceptance test report will be reckoned after 15 days of successful working of the installed items at each location. Acceptance payment shall be paid against completion of Acceptance test of all the ordered materials at the ordered locations duly certified by bank's officials in the Acceptance Test report and Acceptance payment claim letter. The bidder shall submit the proof of performance authenticated by the bidder and bank's official at the time of requesting acceptance payment. However Acceptance test report format shall be prepared by the Bank. The Bidder should strictly follow as per acceptance test report format only. Other formats shall not be considered. If the specifications of the RFP are not met by the Bidder during various tests, the Bidder shall rectify or replace the same to comply with the specifications within 15 days till such period Bank will not consider as accepted of all the materials and ownership shall be with Bidder only. Ownership of materials will come to the bank when successful completion of acceptance test and duly certified by the bank's officials in the acceptance test report. The bidder shall take appropriate insurance at their cost to cover the hardware items during transit, delivery, installation and commissioning and till acceptance test completed and duly</p>
41	31	41. Delivery, Installation, Commissioning and Acceptance:	<p>41.9. Acceptance test should be carried out at the each ordered locations. Acceptance test report will be reckoned after one month of successful working of the installed items at each location. Acceptance payment shall be paid against completion of Acceptance test of all the ordered materials at the ordered locations duly certified by bank's officials in the Acceptance Test report and Acceptance payment claim letter. The bidder shall submit the proof of performance authenticated by the bidder and bank's official at the time of requesting acceptance payment. However Acceptance test report format shall be prepared by the Bank. The Bidder should strictly follow as per acceptance test report format only. Other formats shall not be considered. If the specifications of the RFP are not met by the Bidder during various tests, the Bidder shall rectify or replace the same to comply with the specifications within 15 days till such period Bank will not consider as accepted of all the materials and ownership shall be with Bidder only. Ownership of materials will come to the bank when successful completion of acceptance test and duly certified by the bank's officials in the acceptance test report. The bidder shall take appropriate insurance at their cost to cover the hardware items during transit, delivery, installation and commissioning and till acceptance test completed and</p>	<p>Request bank to consider the following: Acceptance must be released sitewise and within 2 to 3 days of installation completions and submission of all the required document. Please share the installation report format so that bidder can review it.</p>	<p><u>RFP Clause is modified as under:</u> 41.9. Acceptance test should be carried out at the each ordered locations. Acceptance test report will be reckoned after 15 days of successful working of the installed items at each location. Acceptance payment shall be paid against completion of Acceptance test of all the ordered materials at the ordered locations duly certified by bank's officials in the Acceptance Test report and Acceptance payment claim letter. The bidder shall submit the proof of performance authenticated by the bidder and bank's official at the time of requesting acceptance payment. However Acceptance test report format shall be prepared by the Bank. The Bidder should strictly follow as per acceptance test report format only. Other formats shall not be considered. If the specifications of the RFP are not met by the Bidder during various tests, the Bidder shall rectify or replace the same to comply with the specifications within 15 days till such period Bank will not consider as accepted of all the materials and ownership shall be with Bidder only. Ownership of materials will come to the bank when successful completion of acceptance test and duly certified by the bank's officials in the acceptance test report. The bidder shall take appropriate insurance at their cost to cover the hardware items during transit, delivery, installation and commissioning and till acceptance test completed and duly</p>
42	31	41. Delivery, Installation, Commissioning and Acceptance:	<p>41.12. In case, if any of the location where items are delivered but not installed for 60 days from the date of delivery, for the reasons 'Site Not Ready', Bank will pay the installation & commissioning amount to the bidder on production of 'Site Not Ready' report with reason from the particular locations duly signed by our Bank Officials and bidder's representatives and also submission of financial Bank Guarantee [as per Appendix-F] of value equivalent to the payment claim made along with an undertaking letter to complete the installation process as per Scope of Work mentioned in this RFP, as and when the sites become ready for installation/Acceptance. However, the bidder should arrange for the immediate installation of the Network Devices and Commissioning of leased line as soon as the sites are ready communicated by the bank.</p>	<p>Request bank to consider the following: In case the site is not ready the bidder will inform the bank on mail. Bank should cross check with the site spoc and should ensure the installation within in 15 working days, incase the installation request is not initiated by the bank within 15 days then bank has to release the payment.</p>	<p>Bidder has to comply with the RFP terms.</p>



43	31	41. Delivery, Installation, Commissioning and Acceptance:	<p>41.B. Installation of Materials: Installation of materials should be within 15 Days (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Bidder shall do site survey compulsorily as per clause 43, before/during installation and satisfy themselves that Site is ready as per the device requirements before installing the equipments. Installation should be completed as per Scope of work. The installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Installation payment shall be paid against completion of installation of all the ordered materials and completion of scope of work duly certified by bank's officials in the installation</p>	<p>Pls reduce 60 days to 15 days</p> <p>Since bank is giving the bidder only 15 days for the installation, the bidder also should be given equal opportunity to claim the payment if the site is not ready after 15 days of delivery</p>	<p><u>RFP Clause is modified as under:</u> 41.8. Installation of Materials: Installation of materials should be within 1 month (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Bidder shall do site survey compulsorily as per clause 43, before/during installation and satisfy themselves that Site is ready as per the device requirements before installing the equipments. Installation should be completed as per Scope of work. The installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Installation payment shall be paid against completion of installation of all the ordered materials and completion of scope of work duly certified by bank's officials in the installation</p>
44	31	41. Delivery, Installation, Commissioning and Acceptance:	<p>41.9. Acceptance test should be carried out at the each ordered locations. Acceptance test report will be reckoned after one month of successful working of the installed items at each location. Acceptance payment shall be paid against completion of Acceptance test of all the ordered materials at the ordered locations duly certified by bank's officials in the Acceptance Test report and Acceptance payment claim letter. The bidder shall submit the proof of performance authenticated by the bidder and bank's official at the time of requesting acceptance payment. However Acceptance test report format shall be prepared by the Bank. The Bidder should strictly follow as per acceptance test report format only. Other formats shall not be considered. If the specifications of the RFP are not met by the Bidder during various tests, the Bidder shall rectify or replace the same to comply with the specifications within 15 days till such period Bank will not consider as accepted of all the materials and ownership shall be with Bidder only. Ownership of materials will come to the bank when successful completion of acceptance test and duly certified by the bank's officials in the acceptance test report. The bidder shall take appropriate insurance at their cost to cover the hardware items during transit, delivery, installation and commissioning and till acceptance test completed and</p>	<p>We request to add deemed acceptance also i.e: " In case there is any delay from bank side in accepting the solution, solution will be considered deemed accepted after 15 days of installation & the payments will be released"</p>	<p>Bidder has to comply with the RFP terms.</p>
45	31	41. Delivery, Installation, Commissioning and Acceptance:	<p><u>41.B. Installation of Materials:</u> Installation of materials should be within 15 Days (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Bidder shall do site survey compulsorily as per clause 43, before/during installation and satisfy themselves that Site is ready as per the device requirements before installing the equipments. Installation should be completed as per Scope of work. The installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Installation payment shall be paid against completion of installation of all the ordered materials and completion of scope of work duly certified by bank's officials in the installation report and installation payment claim letter. However installation report shall be prepared by the Bank. The Bidder should strictly follow as per installation report format only. Other formats shall not be considered. The bidder has to submit scanned copy of Delivery, Installation and Acceptance test reports along with the originals while claiming the respective payments.</p>	<p>Request to change Installation to 30 days from the date of Intimation given by Circle offices for installation of new/existing branches.</p>	<p><u>RFP Clause is modified as under:</u> 41.B. Installation of Materials: Installation of materials should be within 1 month (including Holidays) from the date of intimation given by Circle Offices for installation of all the materials at the new/existing Branches. Bidder shall do site survey compulsorily as per clause 43, before/during installation and satisfy themselves that Site is ready as per the device requirements before installing the equipments. Installation should be completed as per Scope of work. The installation will be deemed as incomplete if any component of the hardware is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank due to non-suitability, and not supplied as per the specification as mentioned in the RFP. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. Installation and Commissioning of the hardware will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this RFP. Date of installation shall be treated as date of all the material installed to the each ordered locations. Installation payment shall be paid against completion of installation of all the ordered materials and completion of scope of work duly certified by bank's officials in the installation report and installation payment claim letter. However installation report shall be prepared by the Bank. The Bidder should strictly follow as per installation report format only. Other formats shall not be considered. The bidder has to submit scanned copy of Delivery, Installation and Acceptance test reports along with the originals while claiming the respective payments.</p>



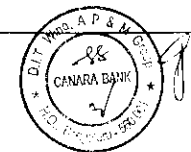
Pre-Bid Queries and Replies for RFP D3/2D1B-19 dated 07/05/2018 for Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank through E-Procurement

46	31	41. Delivery, Installation, Commissioning and Acceptance:	41.10. Non-compliance of the above installation clause will result in imposing penalty at 0.50% of the cost of all the ordered equipments of the respective location for every 7 days of delay from the due date or part thereof separately for delay in installation. However the total LD to be recovered under this clause shall be restricted to 5% of the total value of the order for that location.	Non-Compliance of the above delivery clause will result in imposing penalty at 0.50% 0.25% of cost of all the ordered equipments of the respective locations for every 7 days of delay from the due date or part thereof separately for delay in delivery. However the total LD under this clause shall be restricted to 5% 3% of the total order value for that location	Bidder has to comply with the RFP terms.
47	32	41. Delivery, Installation, Commissioning and Acceptance:	41.14. In case the Installation/ATP of ordered hardware is pending in any location on account of non-readiness of the site by the bank, relevant payment shall be released only against submission of Installation/ATP report duly certified by the bank's officials and bidder's representative mentioning that site not ready with reason in the report during their visit made by the bidder for Installation/Acceptance and also submission of financial Bank Guarantee [as per bank's format] of value equivalent to the payment claim made along with an undertaking letter to complete the installation process as per Scope of Work mentioned in this RFP, as and when the sites become ready for installation/Acceptance. The bank shall communicate to the bidder whenever readiness of site/s for hardware installation, commissioning of link, auto-fallback configuration, cabling, completion of scope of work, etc, the bidder shall make visit/s without any cost to the bank till the scope of work is completed.	The bidder is not liable to submit the SNR report for any location which is not ready. Once bidder confirm the site is not ready then bank should ensure the site readiness before reinitiating the hardware installation request with bidder. Incase in second visit also site is found not ready then next engineer visit will be chargeable and bank has to borne the cost of additional site visit of engineer .	Bidder has to comply with the RFP terms.
48	32	43. Site Survey:	43.3. It is the responsibility of the bidder to uncrating, inspection of the delivered boxes etc. at the end locations during/before installation for which the bank shall provide the required space. While unpacking and installation the bidder shall check physical availability of items as per the packing list. Any discrepancy observed during unpacking between the items Ordered and the items delivered has to be brought to notice of the concerned Branch, Circle Office and Head Office of the Bank immediately.	Request bank to consider the following: Bank has to ensure that the box should be opened in the presence of bidder engineer, incase the box found opened and any thing missed or damaged then bank has to bear the cost of the missed/damaged part. No penalty/LD will be applicable on bidder in such cases for the delay.	Bidder has to comply with the RFP terms.
49	32	41. Delivery, Installation, Commissioning and Acceptance:	41.13. If Equipment is delivered but the Site is Not Ready for more than 180 days, Installation & Acceptance Sign-Off will be provided by Bank on successful Installation & Testing of those equipments at respective Circle Offices of Bank by the bidder. Warranty will start for such Devices from the date of Installation & Acceptance Sign off.	Pls reduce 60 days to 15 days Since bank is giving the bidder only 15 days for the installation, the bidder also given equal opportunity to calim the payment if the site is not ready after 15 days of delivery	Bidder has to comply with the RFP terms.
5D	32	41. Delivery, Installation, Commissioning and Acceptance:	41.13. If Equipment is delivered but the Site is Not Ready for more than 180 days, Installation & Acceptance Sign-Off will be provided by Bank on successful Installation & Testing of those equipments at respective Circle Offices of Bank by the bidder. Warranty will start for such Devices from the date of Installation & Acceptance Sign off.	We request to start warranty from the date of delivery same as provided by OEM.	Bidder has to comply with the RFP terms.
51	32	42. Pre-Dispatch Inspection (PDI):	42.1. The Bank and/or its nominated officials/consultants may carry out pre-dispatch inspection of all ordered equipment or any part thereof before delivery. On account of PDI, there will not be any change in delivery terms and conditions. However the bank will have the discretion to conduct PDI. 42.2. The selected bidder shall inform his readiness for pre-dispatch inspection at least 7 days in advance. Inspection of the ordered equipment to be supplied to the Bank shall be carried out at bidder's site/facility. There shall not be any additional charges payable by the Bank for such inspection. However, the Bank will have the discretion to recover the costs related to travel and stay of its staff/consultants from the bidders if the ordered equipment offered for inspection are not as per the Bank's order or if the vendor fails to comply with the test and inspection procedure.	Request to provide one week extra for conducting the same apart from delivery timelines	Bidder has to comply with the RFP terms.



Pre-Bid Queries and Replies for RFP 03/2018-19 dated 07/05/2018 for Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank through E-Procurement

52	32	41. Delivery, Installation, Commissioning and Acceptance:	41.13. If Equipment is delivered but the Site is Not Ready for more than 180 days, Installation & Acceptance Sign-Off will be provided by Bank on successful installation & Testing of those equipments at respective Circle Offices of Bank by the bidder. Warranty will start for such Devices from the date of Installation & Acceptance Sign off.	If the Equipment is delivered but the Site is Not Ready for more than 30 days, Installation & Acceptance Sign-Off will be provided by Bank on successful Installation & Testing of those equipments at respective Circle Offices of Bank by the bidder. Warranty will start for such Devices from the date of Installation & Acceptance Sign off	Bidder has to comply with the RFP terms.
53	32	41. Delivery, Installation, Commissioning and Acceptance:	41.14. In case the Installation/ATP of ordered hardware is pending in any location on account of non-readiness of the site by the bank, relevant payment shall be released only against submission of installation/ATP report duly certified by the bank's officials and bidder's representative mentioning that site not ready with reason in the report during their visit made by the bidder for installation/Acceptance and also submission of financial Bank Guarantee [as per bank's format] of value equivalent to the payment claim made along with an undertaking letter to complete the installation process as per Scope of Work mentioned in this RFP, as and when the sites become ready for installation/Acceptance. The bank shall communicate to the bidder whenever readiness of site/s for hardware installation, commissioning of link, auto-fallback configuration, cabling, completion of scope of work, etc, the bidder shall make visit/s without any cost to the bank till the scope of work is completed.	Bank to notify the bidder all SNR cases along with PO. Further, to remove clause of providing GB for SNR cases.	Bidder has to comply with the RFP terms.
54	32	41. Delivery, Installation, Commissioning and Acceptance:	43.1. The bidder shall conduct <u>site survey compulsorily</u> in all the locations within 10 days from the date of instruction given by Circle Offices for Installation of the Devices. The selected Bidder shall submit the document indicating site preparation requirements after visiting all locations. The bidder shall be responsible for checking whether the site is made ready as per the requirements before installing the equipments. The Bank's deliverable specifically includes supply of 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.	Site Survey requirement be made optional	Bidder has to comply with the RFP terms.
55	33	44. Penalties/Liquidated Damages:	44.5. The Penalty clauses for delivery & installation shall be reckoned from the date of communication about site address /readiness by the Bank.	Request bank to consider the following: This should be applicable from last date of committed installation completion time line.	Bidder has to comply with the RFP terms.
56	33	45. Payment Terms:	45.1. Payment schedule will be as under: 50% payments on delivery 50% payments on installation, configuration & commissioning	Request the bank to change it to 80% on delivery & 20% on installation	Kindly refer Amendment-1 of this RFP.
57	33	44. Penalties/Liquidated Damages:	44.6. All the above LDs/Penalties are independent of each other and are applicable separately and concurrently.	We request that maximum penalty charged in during warranty shall not exceed 10% of the quoted AMC value per year. During AMC (if opted)Max. deduction of non-performance charges shall be limited to 5% of the quarterly bills. However these deductions are limited to respective quarter only and will not be carried forward to subsequent quarters in case of NPC charges exceeds the limit of 5%.	Bidder has to comply with the RFP terms.
58	33	45. Payment Terms:	45.1. Payment schedule will be as under: 1. 50% payments on delivery	Since most of the project / inventory cost would be of Equipment procurement from OEM, request you to increase the payment of the same to 70 % instead of 50% to avoid unnecessary interest incurring due to delay in the payment.	Kindly refer Amendment-1 of this RFP.



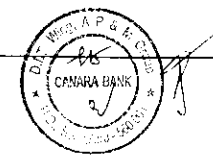
Pre-Bid Queries and Replies for RFP D3/2D18-19 dated D7/D5/2D1B for Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank through E-Procurement

59	33	45. Payment schedule will be as under:	45.1. Payment schedule will be as under: 2. 50% payments on installation, configuration & commissioning	Request to modify the clause as 20% of the total cost will be released after successful installation, configuration & commissioning of Hardware & Software items	Kindly refer Amendment-1 of this RFP.
60	33	44. Penalties/Liquidated Damages:	44.1. <u>Penalty for delay in Delivery and Installation of Network Equipments in all Locations.</u> Non-compliance of the delivery & installation clauses (41.1) and (41.8) will result in imposing penalty (0.50% on delay in delivery and 0.50% on delay on installation) per week or part thereof, on the invoice value location/office address wise. However the total LD to be recovered under this clause shall be restricted to 5% of total value of the order for that location.	Penalties/ Liquidated Damages for delay in Delivery and installation of Hardware and Software in all locations. Non Compliance of the above delivery & Installation clauses (41.1) and (41.8) will result in the Bank imposing penalty (0.50% 0.25% on delay in delivery and 0.50% 0.25 %delay on installation) per week or part thereof , on the delayed/defaulted portion of the invoice value location/ office address wise. However the total penalty/ LD to be recovered under this Clause shall be restricted to 5% 3% of the defaulted/delayed portion of the total value of the order.	Bidder has to comply with the RFP terms.
61	33	44. Penalties/Liquidated Damages:	44.4. The Penalty shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other purchase orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.	The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due <u>subject to a maximum cap of 3% of the total value of the order</u> to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.	Bidder has to comply with the RFP terms.
62	33	44. Penalties/Liquidated Damages:	44.6. All the above LDs/Penalties are independent of each other and are applicable separately and concurrently.	Request deletion of the clause.	Bidder has to comply with the RFP terms.
63	34	45. Payment Terms:	45.1. Payment schedule will be as under: 50% payments on delivery 50% payments on installation, configuration & commissioning	Request bank to modify this clause: 75% payments on delivery 25% payments on installation, configuration & commissioning	Kindly refer Amendment-1 of this RFP.
64	34	45. Payment Terms:	45.1. Payment schedule will be as under: 1. 50% payments on delivery- On delivery of all Hardware & Software items and on production of relevant documents. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.	Request bank to consider soft copy of the Invoice which will be a POD & a supporting excel or document with serial number will be shared	Bidder has to comply with the RFP terms.
65	34	45. Payment Terms:	45.1. Payment schedule will be as under: 2. 50% payments on installation, configuration & commissioning	A Consolidated IR report will be collected respective to the Qty delivered to the circle office , irrespective to which branch the hardware might be installed & soft copy will be provided for payments	Bidder has to comply with the RFP terms.
66	34	45. Payment Terms:	45.2. 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 modify this clause and accept only soft copies of IR,POD, SNR (if any) to claim the payments	Bidder has to comply with the RFP terms.
67	34	45. Payment Terms:	45.1. Payment schedule will be as under: 50% payments on delivery 50% payments on installation, configuration & commissioning	Payment Terms : On delivery: 80% On Installation Configuration & Commissioning : 20%	Kindly refer Amendment-1 of this RFP.



Pre-Bid Queries and Replies for RFP 03/2018-19 dated 07/05/2018 for Supply, Installation, Commissioning and Maintenance of Routers and other Items in Canara Bank through E-Procurement

6B	34	45. Payment Terms:	45.1. Payment schedule will be as under: 50% payments on delivery 50% payments on installation, configuration & commissioning	We request you to change the clause as 90% on delivery & Balance 10% on Installation or against 10% PBG.	Kindly refer Amendment-1 of this RFP.
69	34	45. Payment Terms:	45.1. Payment schedule will be as under: a.Delivery-50% b.Installation-50%	Request to change to - Dn Delivery-90% Dn Installation,Configuration & Commissioning-10%	Kindly refer Amendment-1 of this RFP.
70	34	45. Payment Terms:	45.1. Payment schedule will be as under: a.Delivery-50% b.Installation-50%	Payment terms be modified as 70% on delivery and 30% on Installation	Kindly refer Amendment-1 of this RFP.
71	34	45. Payment Terms:	45.1.a. Delivery-50% -On delivery of all Hardware & Software items and on production of relevant documents. Please note that Originals of invoices (plus Dne Copy) reflecting Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed. 45.2. 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.	As Equipments are sent through Courier mode, Bank to consider softcopy/printout of PDD slip of Courier Agency as proof of delivery, as acceptance for making payments. Later bidder will submit original of bank branch acknowledgment for having received the material.	Bidder has to comply with the RFP terms.
72	35	47	Order Cancellation/Termination of Contract:	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 material breach of contract by Bidder with 30 days written notice.	Bidder has to comply with the RFP terms.
73	35	48. Local Support	48.3. Response Time and Meantime to Restore [MTTR] 48.3.1. Response Time shall be 2 hours for State Capitals/UTs and a response time of 4 hours for other locations. The MTTR shall be 4 hours for all the locations and excludes Response time. 48.3.2. However penalty shall be applicable as per uptime clause.	Request dilution of the clause to : 48.2 Response Time shall be 2 hours for State Capitals/UTs and a response time of 4 hours for other locations. The MTTR shall be 8 hours for all the locations and excludes Response Time. Time specified above is from lodging of complaint.	Bidder has to comply with the RFP terms.
74	35	47. Order Cancellation/Termination of Contract:	47.1. 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: 47.1.1. Delay in delivery beyond the specified period for delivery. 47.1.2. Serious discrepancies noted in the items delivered. 47.1.3. Breaches in the terms and conditions of the Order. 47.4. 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.	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. 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 by bank, the Bidder shall be paid for the: 1. goods delivered 2. services rendered till the date of termination 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 notice to the bidder. However, the bidders liability in this case will be restricted to maximum of 10% of the excess cost incurred for alternative procurement.	Bidder has to comply with the RFP terms.



Pre-Bid Queries and Replies for RFP 03/2018-19 dated 07/05/2018 for Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank through E-Procurement

75	35	47	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 of its choice by giving one month 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.	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 of its choice by giving one month 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. <u>The liability in such an event could be limited to 3% of the charges that were payable to the bidder for the affected service on the total</u>	Bidder has to comply with the RFP terms.
76	36	48. Local Support	48.3. Response Time and Meantime to Restore [MTTR] 48.3.1. Response Time shall be 2 hours for State Capitals/UTs and a response time of 4 hours for other locations. The MTTR shall be 4 hours for all the locations and excludes Response time. 48.3.2. However penalty shall be applicable as per uptime clause.	Request bank to consider following in case of response time: 48 hours for Tier - 1 city 72 hours for Tier - 2 city 1 week for Tier 3 & Tier 4 City Please consider this as transportation of new equipment at respective location will take time as per the accessibility of location	Bidder has to comply with the RFP terms.
77	36	49. Uptime:	49.1. The bidder shall guarantee an uptime of 99.50% for WAN at each location where the equipments are commissioned, during warranty and also during AMC, if contracted, which shall be calculated on monthly basis. The "Uptime" is, for calculation purposes, equals to the Total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time of Report by the Bank and Time of Restoration within the contracted minutes. "Failure" is the condition that renders the bank unable to perform any of the defined functions on the WAN. "Restoration" is the condition when the selected bidder demonstrates that the WAN is in working order and the Bank acknowledges the same.	Request bank to confirm: Uptime is only for Hardware and tool to calculate hardware uptime shall be provided by bank	Bidder has to comply with the RFP terms.
78	36	48. Local Support	48.3. Response Time and Meantime to Restore [MTTR] 48.3.1. Response Time shall be 2 hours for State Capitals/UTs and a response time of 4 hours for other locations. The MTTR shall be 4 hours for all the locations and excludes Response time. 48.3.2. However penalty shall be applicable as per uptime clause.	Request bank to consider the following: MTTR shall be 6 hour for each location.	Bidder has to comply with the RFP terms.
79	36	49. Uptime:	49.5. If the bidder fails to maintain guaranteed uptime of 99.50%, for each location the Bank shall impose penalty as mentioned below on slab basis. Duration of failure Penalty: 99.00% < 99.5% - Rs. 500/- + GST, 98.5%<99.00 - Rs. 750/- + GST, 98.00% < 98.5% - Rs. 1000/- + GST, Below 98.00% Rs. 2000/- + GST (For every 0.5% of failure or part thereof)	Please change the clause as; 99.00% < 99.5% - Rs. 250/- + GST, 98.5%<99.00 - 350/- + GST, 98.00% < 98.5% - 500/- + GST, Below 98.00% Rs. 750/- + GST	Bidder has to comply with the RFP terms.



Pre-Bid Queries and Replies for RFP 03/2018-19 dated 07/05/2018 for Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank through E-Procurement

80	36	48. Local Support	48.3. Response Time and Meantime to Restore [MTTR] 48.3.1. Response Time shall be 2 hours for State Capitals/UTs and a response time of 4 hours for other locations. The MTTR shall be 4 hours for all the locations and excludes Response time. 48.3.2. However penalty shall be applicable as per uptime clause.	Please change as; Response time for 4 hours for all locations and MTTR shall be NBD for all locations and excludes response time	Bidder has to comply with the RFP terms.
B1	36	49. Uptime:	49.3. The percentage uptime is calculated on monthly basis as follows: (Total contracted minutes in a month - downtime minutes within contracted minutes in a month) _____ x 100 Total contracted minutes in a month	Request to consider uptime calculation quarterly instead of monthly basis.	Bidder has to comply with the RFP terms.
B2	36	48. Local Support	48.3. Response Time and Meantime to Restore [MTTR] 48.3.1. <u>Response Time shall be 2 hours for State Capitals/UTs and a response time of 4 hours for other locations. The MTTR shall be 4 hours for all the locations and excludes Response time.</u> 48.3.2. However penalty shall be applicable as per uptime clause.	Response time be Increased from 2 hours to 4 hours and MTTR from 4 hours to 6 hours	Bidder has to comply with the RFP terms.
83	37	49. Uptime:	49.7. If the uptime is below 98%, the Bank shall have full right to terminate the contract under this RFP or AMC, if contracted. The right of termination shall be in addition to the penalty as mentioned above. Uptime will be calculated on monthly basis.	Request bank to modify this clause: If uptime is less than 95% then bank has right to terminate as majority of Bank location are in remote and Vendor reaching time will be high Please consider this as majority of Bank location are in remote and Vendor reaching time will be high	Bidder has to comply with the RFP terms.
B4	38	53. Annual Maintenance Contract (If Contracted):	53.3. Downtime report should be collected from the branch officials/Circle Office officials duly certified by them. In case any disputes in downtime, it should be resolved amicably/mutually agreed upon. However the bidder shall submit the necessary proof that the failures not on account of network devices.	Request bank to modify this clause: Downtime shall be collected from HQ as collecting reports in soft copies from all branch offices is difficult	Bidder has to comply with the RFP terms.
B5	38	53. Annual Maintenance Contract (If Contracted):	53.3. Downtime report should be collected from the branch officials/Circle Office officials duly certified by them. In case any disputes in downtime, it should be resolved amicably/mutually agreed upon. However the bidder shall submit the necessary proof that the failures not on account of network devices.	Bidder will submit the montly uptime report, bank has to cross verify from the respective branches/circle offices. Bidder will only share the RFO for each incidence which should be considered as documented proof. Incase of any dispute customer has to raise the concern with in 24 hours of receiving the RFO otherwise incidence will be closed.	Bidder has to comply with the RFP terms.
86	38	52. Warranty:	The entire equipments / hardware (including OS) & software deployed for this project shall be under Comprehensive Onsite Warranty covering all parts including the display panel, updates, minor update of software, maintenance or support for its proper operation, performance and output as specified in the tender technical specifications for a period of one years from the Date of Acceptance by Bank.	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 the RFP terms.



87	38	53. Annual Maintenance Contract (If Contracted):	53.4. It may be noted that the Bank reserves the right to demand additional performance Bank Guarantee to the tune of 10% of the value of the Purchase Order, if AMC/ATS charges quoted by the Bidder are abnormally low (below 5% of the cost). The Bank has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/AMC obligations of the Bidder. Bidder shall quote the charges of AMC as per the Bill of Material (Annexure-11). This Bank guarantee shall be submitted within 15 days from the date of acceptance of the order which shall cover warranty and AMC period with a claim period of 3 months. The bidder has to submit this Bank guarantee in addition to the Security Deposit/Bank Guarantee as specified in clause 39. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.	Request to drop this clause because you have already asked for 15 % of PBG for the period of 5 year.	Bidder has to comply with the RFP terms.
88	41	54. Scope Involved During Warranty and AMC Period	54.3. In case any device is declared by bidder as beyond repairs, bidder shall provide a replacement device of the same or higher Model from the same OEM with prior approval of the Bank at no additional costs.	Request bank to consider the following: Hardware will not be covered/replaced under warranty/AMC support incase the hardware is physically damaged, burnt due to earthing/power issue at customer location.	Bidder has to comply with the RFP terms.
89	42	54. Scope Involved During Warranty and AMC Period	54.12. Preventive maintenance shall be compulsory during Warranty and AMC period [if contracted]. Preventive maintenance activity should be completed every year and report should be submitted to the bank. Preventive maintenance activity should take care of physical verification, device configuration verification, device health checkup, cleaning of devices, fine-tuning the configuration, security checkup, verification of bugs/patches, etc. The preventive maintenance report format shall be prepared by bank, the bidder shall strictly follow the format of bank and submit the same for each location wise while claiming AMC payment if contracted. Through preventive maintenance the bidder shall ensure whether equipments are kept/working in hygienic conditions or not etc.	Kindly limit PM activity max once in a year (if required)	<u>RFP Clause is modified as under:</u> 54.12. Preventive maintenance shall be compulsory during Warranty and AMC period [if contracted]. Preventive maintenance activity should be completed every year. Preventive maintenance activity should take care of physical verification, device configuration verification, device health checkup, fine-tuning the configuration, security checkup, verification of bugs/patches, etc.
90	43	58	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 the RFP terms.
91	44	60	Indemnity	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 the RFP terms.
92	44	60. Indemnity:	60.3. 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 the RFP terms.



93	44	64. 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 Routers. 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 Routers & other items.	such insurance cover should be available till the delivery of the Servers and other items. Once delivery has been done at the destination ,title will be transferred to the Bank.	Bidder has to comply with the RFP terms.
94	44	60. Indemnity:	60.1. 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: <u>60.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</u> 60.1.2. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;	Request deletion of the clause.	Bidder has to comply with the RFP terms.
95	44	60. Indemnity:	60.2. 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 Solution supplied by them. <u>60.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.</u> 60.2.2. 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 rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited. 60.2.3. All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.	Request deletion of the clause.	Bidder has to comply with the RFP terms.



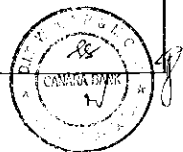
96	44	60. Indemnity:	60.3. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.	<p>Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</p> <p>Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, Bidder's aggregate liability shall be subject to an overall limit of 25% of the total annual Cost of the project.</p>	Bidder has to comply with the RFP terms.
97	44	61. 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.	<p>Request notice period of 30 days.</p> <p>Request such audit to be conducted during normal business hours and not more than once every financial year,</p> <p>Request Wipro's internal cost records and sensitive financial information to be excluded from the scope of such audit.</p> <p>Request audit to be conducted at SBI's costs.</p> <p>Request auditor to enter into the appropriate confidentiality obligations before conducting the audit</p>	Bidder has to comply with the RFP terms.
98	46	70. 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.	Kindly provide a specific timeframe (45 days) as a grace period for rectification prior to cancellation under this clause.	Bidder has to comply with the RFP terms.



99	46	70. 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.	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 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. <u>The liability in such an event should be limited to 3% of the excess costs spent by the Bank for re-performance of the works.</u>	Bidder has to comply with the RFP terms.
100	47	73. Human Resource Requirement:	73.1. The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.	Request bank to clarify on the following: Please confirm if RE is required, if yes then internet access, power, space, furniture for the RE at customer location will be provide by the bank. Also confirm the location where RE will relocate.	Requirement of Resident Engineer is not in the scope of RFP. However, Bidder has to comply with Human Resource Requirement as per RFP if provided in future if need arises.
101	52	Annexure-2 Eligibility Criteria Declaration Eligibility criteria no. f	<u>Eligibility Criteria:</u> The Bidder must have established WAN connectivity for more than 750 locations across the country in single/multiple orders by supplying Routers during the period of 01/04/2015 to 31/03/2018 for Government Offices, Public Sector Units, Corporates and BFSI Sector in India. <u>Documents to be submitted with Part-A Conformity to Eligibility Criteria:</u> Purchase Order Copies/Reference letter from the customers to be produced for Supply, Installation, Commissioning and Maintenance of WAN Network Devices.	Eligibility criteria - f The Bidder must have established WAN connectivity for more than 750 locations across the country in single/multiple orders by installing Network Equipments during the period of 01/04/2015 to 31/03/2018 for Government Offices, PSUs, Corporates, medium Private and BFSI sectors in India	Bidder has to comply with the RFP terms.
102	53	Annexure-2 Eligibility Criteria Declaration Criteria no. g	<u>Eligibility Criteria:</u> Minimum 2000 Nos. of the make & product type (Router) of the networking equipment (not necessarily the model) offered to Bank in this RFP should have been supplied to Central Government/State Government/ Public Sector Organization/Public Sector Banks/Corporates in India (not necessarily by the bidder), during last 5 years from 01/07/2012 to 30/06/2017. <u>Documents to be submitted:</u> Purchase Order Copies/Reference Letters from the Customers to this effect are to be enclosed.	Minimum 800 nos. of the make and product type (router) of the networking equipment (not necessarily the model) offered to Bank in this RFP should have supplied to Central government/ State government/ Public Sector Banks in India (not necessarily by the bidder) during the last 5 years from 01/07/2012 to 30/06/2017. Justification: We request you to bring down the total install of routers from 2000 nos. to 800 nos allowing us to qualify to bid for the requirement.	Bidder has to comply with the RFP terms.
103	53	Annexure-2 Eligibility Criteria Declaration Criteria no. h	<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.	Requested to modify the clause as , Bidder Should have 5 Certified Engineers from OEM of the proposed Router that have been offered to bank	Bidder has to comply with the RFP terms.



1D4	53	Annexure-2 Eligibility Criteria Declaration Criteria no. f	<u>Eligibility Criteria:</u> The Bidder must have established WAN connectivity for more than 75D locations across the country in single/multiple orders by supplying Routers during the period of D1/04/2D15 to 31/D3/2D18 for Government Offices, Public Sector Units, Corporates and BFSI Sector in India. <u>Documents to be submitted:</u> Purchase Order Copies/Reference letter from the customers to be produced for Supply, Installation, Commissioning and Maintenance of WAN Network Devices.	Request to amend it as, the Bidder must have established WAN connectivity for more than 300 locations across the country in single/multiple orders by supplying Routers during the period of D1/04/2D15 to 31/D3/2D18 for Government Offices, Public Sector Units, Corporates and BFSI Sector in India. or The Bidder must have supplied 75D routers across the country in single/multiple orders during the period of D1/04/2D15 to 31/D3/2D18 for Government Offices, Public Sector Units, Corporates and BFSI Sector in India.	Bidder has to comply with the RFP terms.
1D5	53	Annexure-2 <u>Eligibility Criteria Declaration</u> Eligibility criteria no. h	<u>Eligibility Criteria:</u> Bidder should have 1D certified Engineers from DEM of the Proposed Routers that have been offered to Bank. <u>Documents to be submitted with Part-A Conformity to Eligibility Criteria:</u> Engineers Details like name, qualification, certification to be submitted.	Request to allow bidders to submit 1D certifications as total for not only DEM proposed for the RFP but to consider the certifications from the other DEMS of switches & routers which bidders represent, as the technology for switches & routers are Ethernet	Bidder has to comply with the RFP terms.
1D6	58	Annexure-7 A. Technical Specifications of Branch Routers	a. General requirements 3. The router should have a default DRAM of 1 GB.	The router should have a default DRAM of 4-GB 2 GB Justification: The DRAM specs has been increased from the earlier usual 512 MB to current specified 1 GB. However applications like Video, NAC, NBAD, IPS etc. are current realities. However technologies like Virtual Networks, Preferential Routing, SDN etc. will require 3 to 4 times the RAM than that was required in the last 15 years put together. The equipments have a working life of at-least 1D to 12 years and hence it is absolutely necessary to provision for much higher amount of DRAM.	<u>Technical Specifications of Routers is modified as under:</u> "3. The router should have atleast 512 MB DRAM."
1D7	5B	Annexure-7 A. Technical Specifications of Branch Routers	4. Minimum flash memory should be at least 256 MB.	Minimum Flash memory should be atleast 1 GB Justification: The specification asks for 256 MB of Flash. This is too little for any modern routers, request you to ask for 1GB of Flash to ensure you get the up-to-date solution.	Bidder has to comply with the RFP terms.
1D8	58	Annexure-7 A. Technical Specifications of Branch Routers	a. General requirements 3. The router should have a default DRAM of 1 GB.	The router should have a default DRAM of 4-GB 512 MB Justification: Considering the requirements mentioned in the RFP, 512 MB of DRAM is more than sufficient. Also, Bank's earlier requirements and procurements specified 512 MB of DRAM and all services are expected to be working fine. The specifications of this RFP is similar, so it should not warrant an increase in DRAM requirement. Additionally, if increase of DRAM is deemed necessary, than a similar increase of Flash should have been specified.	<u>Technical Specifications of Routers is modified as under:</u> "3. The router should have atleast 512 MB DRAM."



109	58	Annexure-7 Technical Specifications of Branch Routers A. Technical Specification of Router:	a. General requirements 3. The router should have a default DRAM of 1 GB.	Requested Change: The router should have a default DRAM of 1 GB 4 GB Justification/ Remarks: The DRAM specs has been increased from the earlier usual 512 MB to current specified 1 GB. However applications like Video, NAC, NBAD, IPS etc. are current realities. However technologies like Virtual Networks, Preferential Routing, SDN etc. will require 3 to 4 times the RAM than that was required in the last 15 years put together. The equipments have a working life of at-least 10 to 12 years and hence it is absolutely necessary to provision for much higher amount of DRAM.	Technical Specifications of Routers is modified as under: "3. The router should have atleast 512 MB DRAM."
110	58	Annexure-7 Technical Specifications of Branch Routers A. Technical Specification of Router:	a. General requirements 4. Minimum flash memory should be at least 256 MB.	Requested Change: Minimum flash memory should be at least 256 MB and internally upgradable to 1 GB Justification/ Remarks: When higher amount of DRAM is deemed necessary, the same reason applies to higher flash. The size of the Future Applications (mostly GUI based) of the branch are going to be phenomenally more than what is seen in the last 15 years. Hence facility should be available to internally upgrade Flash in the future whenever required.	Bidder has to comply with the RFP terms.
111	61	Annexure-7 A. Technical Specifications of Branch Routers	b. Interfaces: 2. Router should support at least 3 routed 100/1000 Mbps Ethernet interfaces (RJ-45-Based Ports) either on-board or through separate Module, for WAN Connectivity. Each of the Port should be capable to be assigned with the IP address directly and able to terminate the WAN link on the Port itself.	Router should support at least 3 routed 100/1000 Mbps Ethernet interfaces (RJ-45-Based Ports) either on-board or through separate Module, for WAN Connectivity. Each of the Port should be capable to be assigned with the IP address directly and able to terminate the WAN link on the Port itself. (The Routed ports should be Layer 3 at hardware level. Ports initially declared as LAN port should not be converted to L3 port via software) Justification: The 3 Routed ports should not be left for interpretation and vendors offering LAN ports that are converted to L3/WAN ports via software.	Technical Specifications of Routers is modified as under: "2. Router should support atleast three 100/1000 Mbps Ethernet interfaces (RJ-45-Based Ports) either on-board or through separate Module, out of which: 1. Atleast two ports should be routed Ethernet Interfaces capable to assign the IP address directly and also terminate the WAN link on the Port itself. 2. Other Port/Ports should support LAN/WAN Connectivity."
112	61	Annexure-7 A. Technical Specifications of Branch Routers	b. Interfaces: 2. Router should support at least 3 routed 100/1000 Mbps Ethernet interfaces (RJ-45-Based Ports) either on-board or through separate Module, for WAN Connectivity. Each of the Port should be capable to be assigned with the IP address directly and able to terminate the WAN link on the Port itself.	Kindly confirm whether the 3 ports are day one requirement or "should have a support of 3 ports with minimum of 2 WAN 10/100/1000 BASE-T Routable ports from the day one". The clarity will help us to arrive on the best Router accordingly	Technical Specifications of Routers is modified as under: "2. Router should support atleast three 100/1000 Mbps Ethernet interfaces (RJ-45-Based Ports) either on-board or through separate Module, out of which: 1. Atleast two ports should be routed Ethernet Interfaces capable to assign the IP address directly and also terminate the WAN link on the Port itself. 2. Other Port/Ports should support LAN/WAN Connectivity."
113	61	Annexure-7 A. Technical Specifications of Branch Routers	b. Interfaces: 6. Router should have at least 3 Slots which can be used for connecting any LAN/WAN modules i.e. Serial/E1/3G/4G/4G LTE/Ethernet Interface Modules.	Can we have two modules in the place of three as for the branch scenario, one or two slots would meet WAN port requirements either ethernet base or through 4G LTE.Thihs will help us to ptimize the branch Router sizing.	Technical Specifications of Routers is modified as under: "6. Router should have at least 2 modular Slots which can be used for connecting any LAN/WAN modules i.e. Serial/E1/3G/4G/4G LTE/Ethernet Interface Modules."



114	61	Annexure-7 A. Technical Specifications of Branch Routers	b. Interfaces: 2. Router should support at least 3 routed 100/1000 Mbps Ethernet interfaces (RJ-45-Based Ports) either on-board or through separate Module, for WAN Connectivity. Each of the Port should be capable to be assigned with the IP address directly and able to terminate the WAN link on the Port itself.	Router should support at least 3 routed 100/1000 Mbps Ethernet interfaces (RJ-45-Based Ports) either on-board or through separate Module, for WAN and LAN Connectivity. Each of the Port should be capable to be assigned with the IP address directly and able to terminate the WAN link on the Port itself. Justification: Different vendor's datasheet describes the port as LAN and WAN port and hence we request the Bank to kindly rephrase the specification accordingly.	<u>Technical Specifications of Routers is modified as under:</u> "2. Router should support atleast three 100/1000 Mbps Ethernet interfaces (RJ-45-Based Ports) either on-board or through separate Module, out of which: 1. Atleast two ports should be routed Ethernet Interfaces capable to assign the IP address directly and also terminate the WAN link on the Port itself. 2. Other Port/Ports should support LAN/WAN Connectivity."
115	61	Annexure-7 A. Technical Specifications of Branch Routers	b. Interfaces: 6. Router should have at least 3 Slots which can be used for connecting any LAN/WAN modules i.e. Serial/E1/3G/4G/4G LTE/Ethernet Interface Modules.	Router should have at least 3 Slots 2 Slots which can be used for connecting any LAN/WAN modules i.e. Serial/E1/3G/4G/4G LTE/Ethernet Interface Modules. Justification: For the interface requirements, two slots is sufficient. Ideally, no. of slots should be left to each vendor's consideration as per the requirement.	<u>Technical Specifications of Routers is modified as under:</u> "6. Router should have at least 2 modular Slots which can be used for connecting any LAN/WAN modules i.e. Serial/E1/3G/4G/4G LTE/Ethernet Interface Modules."
116	61	Annexure-7 Technical Specifications of Branch Routers A. Technical Specification of Router:	b. Interfaces: 2. Router should support at least 3 routed 100/1000 Mbps Ethernet interfaces (RJ-45-Based Ports) either on-board or through separate Module, for WAN Connectivity. Each of the Port should be capable to be assigned with the IP address directly and able to terminate the WAN link on the Port itself.	<u>Requested Change:</u> Router should support at least 3 routed 100/1000 Mbps Ethernet interfaces (RJ-45-Based Ports) either on-board or through separate Module, for WAN Connectivity. Each of the Port should be capable to be assigned with the IP address directly and able to terminate the WAN link on the Port itself. (The Routed ports should be Layer 3 at hardware level. Ports initially declared as LAN port should not be converted to L3 port via software) <u>Justification/ Remarks:</u> The 3 Routed ports should not be left for interpretation and vendors offering LAN ports that are converted to L3/WAN ports via software.	<u>Technical Specifications of Routers is modified as under:</u> "2. Router should support atleast three 100/1000 Mbps Ethernet interfaces (RJ-45-Based Ports) either on-board or through separate Module, out of which: 1. Atleast two ports should be routed Ethernet Interfaces capable to assign the IP address directly and also terminate the WAN link on the Port itself. 2. Other Port/Ports should support LAN/WAN Connectivity."
117	61	Annexure-7 Technical Specifications of Branch Routers A. Technical Specification of Router:	b. Interfaces: 3. Should support Synchronous Serial Interfaces for speeds up to 2 Mbps.	<u>Requested Change:</u> Should support Synchronous Serial Interfaces for speeds up to 2 Mbps (internally/externally). If external, then the interface towards the Router should be Ethernet based. <u>Justification/ Remarks:</u> V.35 based Serial interfaces are getting phased out very fast as the technology is getting obsolete. Hence having such a costly obsolete technology may not be justified. The copper termination of the Service Provider may be terminated on a CSU/DSU model capable of Ethernet extension to Router. Ethernet is much cheaper and is Current technology.	Bidder has to comply with RFP terms. Any external convertor is not acceptable to the Bank.



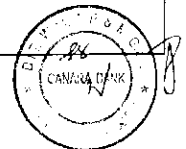
11B	61	Annexure-7 Technical Specifications of Branch Routers A. Technical Specification of Router:	<u>b. Interfaces:</u> 6. Router should have at least 3 Slots which can be used for connecting any LAN/WAN modules i.e. Serial/E1/3G/4G/4G LTE/Ethernet Interface Modules.	<u>Requested Change:</u> Router should have at least 3 Slots 2 Slots which can be used for connecting any LAN/WAN modules i.e. Serial/E1/3G/4G/4G LTE/Ethernet Interface Modules. <u>Justification/ Remarks:</u> For the interface requirements, two slots is sufficient. Ideally, no. of slots should be left to each vendor's consideration as per the requirement.	<u>Technical Specifications of Routers is modified as under:</u> "6. Router should have at least 2 modular Slots which can be used for connecting any LAN/WAN modules i.e. Serial/E1/3G/4G/4G LTE/Ethernet Interface Modules."
119	61	Annexure-7 Technical Specifications of Branch Routers A. Technical Specification of Router:	<u>b. Interfaces:</u> 2. Router should support at least 3 routed 100/1000 Mbps Ethernet interfaces (RJ-45-Based Ports) either on-board or through separate Module, for WAN Connectivity. Each of the Port should be capable to be assigned with the IP address directly and able to terminate the WAN link on the Port itself.	As router will have various combination of onboard fixed slots and modular slots, please amend the clause to "3 WAN/LAN ports onboard fixed/modular slot, 1 serial port onboard fixed/modular slot, 1 3G/4G port onboard fixed/modular slot and at least one dedicated free slot for future use". This explicit breakup of ports and slots will remove any ambiguity in language where vendors can claim two slots consumed with 2 WAN ports and quote less than Bank requirement.	<u>Technical Specifications of Routers is modified as under:</u> "2. Router should support atleast three 100/1000 Mbps Ethernet interfaces (RJ-45-Based Ports) either on-board or through separate Module, out of which: 1. Atleast two ports should be routed Ethernet Interfaces capable to assign the IP address directly and also terminate the WAN link on the Port itself. 2. Other Port/Ports should support LAN/WAN Connectivity."
120	62	E. Security Features	Additional point	The router shall be capable of supporting an Intrusion Prevention System (IPS) and Stateful Firewall with capability to support Application Level Filtering (for HTTP/ SMTP/ POP3/ IMAP/ P2P Application Traffic, including Instant Messaging at minimum) <u>Justification:</u> Direct termination of Internet link at the Branch is quickly becoming a reality. Also, current MPLS is a Pseudo Public network and is not SECURED as it is perceived to be. Man-in-the-middle is a well documented threat of base connectivity based MPLS networks. Hence these places additional responsibility on the Enterprise to ensure better Security at the edge. Hence along with Firewall feature, IPS is a MUST HAVE technology.	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.



121	62	Annexure-7 Technical Specifications of Branch Routers A. Technical Specification of Router:	<u>Security Features:</u> Additional point	<u>Requested Change:</u> The router shall be capable of supporting an Intrusion Prevention System (IPS) and Stateful Firewall with capability to support Application Level Filtering (for HTTP/ SMTP/ POP3/ IMAP/ P2P Application Traffic, including Instant Messaging at minimum) <u>Justification/ Remarks:</u> Direct termination of Internet link at the Branch is quickly becoming a reality. Also, current MPLS is a Pseudo Public network and is not SECURED as it is perceived to be. Man-in-the-middle is a well documented threat of base connectivity based MPLS networks. Hence these places additional responsibility on the Enterprise to ensure better Security at the edge. Hence along with Firewall feature, IPS is a MUST HAVE technology.	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.
122	8D	Appendix G Pre Contract Integrity Pact 7.iv	<u>7. SANCTIONS FOR VIOLATIONS</u> iv. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/ CONTRACTOR/ SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.	We request deletion of this clause.	Bidder has to comply with the RFP terms.
123	8D	Appendix G Pre Contract Integrity Pact 7.iv	<u>7. SANCTIONS FOR VIOLATIONS</u> vii. To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.	We request deletion of this clause.	Bidder has to comply with the RFP terms.
124	8D	Appendix G Pre Contract Integrity Pact	<u>B. FALL CLAUSE</u> B.1. <u>The BIDDER/SELLER/CDNTRACTOR/SERVICE PROVIDER</u> 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 8.2. refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.	We request deletion of this clause.	Bidder has to comply with the RFP terms.



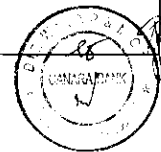
125	84	Appendix-G Pre Contract Integrity Pact	8. FALL CLAUSE	We understand the importance of competitive quote and we would like to confirm that we don't indulge in anti-competitive policies including predatory pricing. However, the fall clause is not related to integrity and does not promote competition at all and therefore we request deletion of the clause.	Bidder has to comply with the RFP terms.
126	98	Appendix-I Business Rules and Terms & Conditions of Reverse Auction	6. Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future	6) Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or not supply as per the rates quoted, Bank will take appropriate action against such bidder and / or forfeit the Bid Security amount, debar him from participating in future	Bidder has to comply with the RFP terms.
127	366	49. Uptime:	49.5. If the bidder fails to maintain guaranteed uptime of 99.50%, for each location the Bank shall impose penalty as mentioned below on slab basis. Duration of failure Penalty: 99.00% < 99.5% - Rs. 500/- + GST, 98.5%<99.00 - Rs. 750/- + GST, 98.00% < 98.5% - Rs. 1000/- + GST, Below 98.00% Rs. 2000/- + GST (For every 0.5% of failure or part thereof)	Request to dilute the very stringent Penalty slabs in terms of duration of failures	Bidder has to comply with the RFP terms.
128	11 & 12	B. Scope of Work	8.2. <u>PRESENT SCOPE OF WORK:</u> 8.2.11. The Bidder shall be responsible for installation and commissioning of the Equipments including cabling and other related activities such as unpacking, uncrating, inspection etc. 8.4. The Bidder shall be fully responsible for installation and commissioning of the Routers including cabling and other related activities such as unpacking, uncrating, inspection etc. for which the owner shall provide the required space. While installation the bidder shall check physical availability of items as per the packing list. The Bidder shall have to arrange for all testing equipments and tools required for installation, maintenance and also arrange vehicle for transport at no extra cost to the Bank.	Please specify what cabling it is and specify as line item in commercials.	Bidder has to supply as per the BOM.
129	12 & 13	B. Scope of Work	8.3. All cables/ connectors /adapters/other interfaces required for connection of WAN shall be done by the bidder. 8.6. The Bidder shall provide all other required equipments and services, whether or not explicitly mentioned in this RFP, to ensure the intent of specification, completeness, operability, maintainability and upgradability of the network. 8.6.1. The bidder shall provide the details like Name of the contact person, contact nos. and address, etc of Implementation team, project team, field engineers and service support at all the locations in which the equipments are ordered and installed during project, warranty and in AMC. The bidder shall also specify the availability and details of Technical expertise (personnel) and stocking of spares for each of their Service / Support Centers across the country.	Please list out possible items under commercial line items as optional items which will be required for completion of links.	Bidder has to supply as per the BOM.
130	NA	Additional	NA	Bank will appoint a central spoke who will coordinate with bidder project manager to address and resolve all customer end concerns for bidder.	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.
131	NA	Additional	NA	Acceptance must be released by the central spoke. In case nominated spoc is not available then he has to authorize some other person to release the acceptance.	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.



132	NA	Additional	NA	All invoice will be submitted and payment must be released from the central location.	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.
133	NA	Additional	NA	Bidder will not be liable to get or collect the uptime signoff from each branch/circle office every time to submit with the payment invoices.	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.
134	NA	NA	Exclusions	Bidder requests specific exclusion for indirect and consequential damages from liabilities of either party.	Bidder has to comply with the RFP terms.
135	NA	To be included	Limitation of Liability	Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of the biddee for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to contract value.	Bidder has to comply with the RFP terms.
136	58	Annexure-7 A. Technical Specifications of Branch Routers	a. General requirements 4. Minimum flash memory should be at least 256 MB.	Minimum flash memory should be at least 256-MB . 1 GB Justification: When higher amount of DRAM is deemed necessary, the same reason applies to higher flash. The size of the Future Applications (mostly GUI based) of the branch are going to be phenomenally more than what is seen in the last 15 years. Hence higher Flash is absolute necessity.	Bidder has to comply with the RFP terms.
137	61	Annexure-7 A. Technical Specifications of Branch Routers	b. interfaces: 6. Router should have at least 3 Slots which can be used for connecting any LAN/WAN modules i.e. Serial/E1/3G/4G/4G LTE/Ethernet Interface Modules.	Router should have at least 3-Slots 2 Slots which can be used for connecting any LAN/WAN modules i.e. Serial/E1/3G/4G/4G LTE/Ethernet Interface Modules. Justification: For the interface requirements, two slots is sufficient. Ideally, no. of slots should be left to each vendor's consideration as per the requirement.	Technical Specifications of Routers is modified as under: "6. Router should have at least 2 Slots which can be used for connecting any LAN/WAN modules i.e. Serial/E1/3G/4G/4G LTE/Ethernet Interface Modules."



138	80	Appendix G Pre Contract Integrity Pact	<p>8. FALL CLAUSE 8.1. The BIDDER/SELLER/CONTRACTOR/SERVICE PRDVIDER 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 8.2. refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.</p>	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, S (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.	Bidder has to comply with the RFP terms.
139	80	Appendix G Pre Contract Integrity Pact	<p>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 8.2. refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.</p>	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 the RFP terms.
140	38	53. Annual Maintenance Contract (If Contracted):	53.2. The Bank will pay AMC charges after the end of warranty period if contracted. Such payment shall be released quarterly in arrears. The bidder shall submit the downtime report duly certified by bank's official along with payment claim letter. Bank will calculate the uptime and impose penalty as per uptime clause. However total penalty shall be restricted to 10% of AMC order value for each order.	Request the bank to make it yearly in advance.	Bidder has to comply with the RFP terms.
141	NA	Saving Clause	Saving Clause	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 performance is effected , delayed or causes non-performance due to Bank's omissions or actions whatsoever.	Bidder has to comply with the RFP terms.
142	NA	Deemed Acceptance	Deemed Acceptance	Products/Services and/or deliverables shall be deemed to be fully and finally accepted by bank in the event when bank has not submitted its acceptance or rejection response in writing to bidder within 15 days from the date of installation/commissioning or when bank uses the Deliverable in its business, whichever occurs earlier. Parties agree that bidder shall have 15 days time to correct in case of any rejection by the bank.	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.



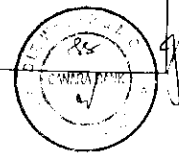
Pre-Bid Queries and Replies for RFP 03/201B-19 dated 07/05/201B for Supply, Installation, Commissioning and Maintenance of Routers and other Items in Canara Bank through E-Procurement

143	NA	Change Order	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. Bidder 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, bidder shall not be bound to perform any additional services.	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.
144	NA	SNR	SNR	Bank hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Bank agrees that bidder shall not be in any manner be liable for any delay arising out of bank'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 continuous 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 continuous site not readiness for 30 days, same will be borne by the bank.	Bidder has to comply with the RFP terms.
145	NA	ERV	ERV	"It is agreed that the price quoted is arrived at based on the exchange rate of 1 USD = INR ____ ("Base Exchange Rate"). In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate."	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.
146	NA	Risk and Title	Risk and Title	The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the bank	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.
147	NA	Non Hire Clause	Non Hire Clause	Bank acknowledges that personnel to be provided by bidder represent a significant investment in recruitment and training, the loss of which would be detrimental to Bidder's business. In consideration of the foregoing, bank agrees that for the term of this Agreement and for a period of one year thereafter, bank will not directly or indirectly, recruit, hire, employ, engage, or discuss employment with any bidder employee, or induce any such individual to leave the employ of bidder. For purposes of this clause, a bidder employee means any employee or person who has who has been involved in providing services under this Agreement.	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.



Pre-Bid Queries and Replies for RFP 03/2018-19 dated 07/05/2018 for Supply, Installation, Commissioning and Maintenance of Routers and other items in Canara Bank through E-Procurement

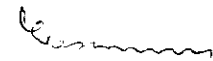
148	58	58	Intellectual Property Rights:	No intellectual property rights of any nature shall be transferred from one party to the other in the course of performing any obligations or otherwise under this agreement. For the avoidance of doubt, Bidder may use certain tools, processes or methodologies of 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.	Bidder has to comply the RFP terms.
149	NA	5NR	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 continuous 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 continuous site not readiness for 30 days, same will be borne by the customer	Bidder has to comply the RFP terms.
150	NA	Risk and Title	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	Bidder has to comply the RFP terms.
151	NA	Saving Clause	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.	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.
152	NA	Pass Through Warranty	To be included	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.	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.
153	NA	Termination for default	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.	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.



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154	NA	Additional Hardware	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.	Bidder has to comply with the RFP terms.
155	NA	Upgrades/Enhancements	To be included	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.	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.
156	NA	Penalty Cap	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.	Bidder has to comply with the RFP terms.
157	NA	Arbitration	To be included	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.	The Clause is not acceptable to the Bank. Bidder has to comply with RFP terms.
158	74	48	Force Majeure	Wipro is not responsible for delays caused by the reasons of strikes, changes in Government Regulations, labor disputes, wars, acts of God or any other such reason beyond its reasonable control.	Bidder has to comply with the RFP Terms.

Date: 22/05/2018
Place: Bengaluru


Deputy General Manager

