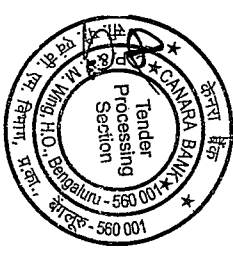
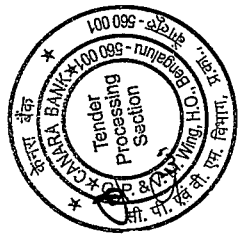


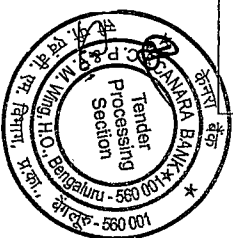
Sl. No.	Page No.	Section/ Annexure/ Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
1	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	Clause 3. Payment terms 3.1. The payment schedule will be as under and will released after execution of contract agreement:	Sub Clause 3.1 Sl. No. 1 AMC/ATS of 2933 SD-WMANS Payment will be Quarterly in arrears as per of Table-A of Annexure-14, on submission of Invoice and Acceptance/Sign off by the Bank/ Maintenance Report and on production of relevant documents and after deducting applicable penalties and Liquidated damages (if Any). Or Payment will be Quarterly in advance on submission of a Quarterly bank guarantee for equivalent amount as per of Table-A of Annexure-14 and on submission of Invoice and Acceptance/Sign off by the Bank/Maintenance Report and on production of relevant documents and after deducting applicable penalties and Liquidated damages (if Any).	Request to modify points as below: Payment will be Quarterly in advance as per of Table-A of Annexure-14, on submission of Invoice and Acceptance/Sign off by the Bank/ Maintenance Report and on production of relevant documents and after deducting applicable penalties and Liquidated damages (if Any).	Bidder to comply with RFP terms & conditions
2	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	Clause 3. Payment terms 3.1. The payment schedule will be as under and will released after execution of contract agreement:	Sub Clause 3.1 Sl. No. 1 AMC/ATS of 2933 SD-WMANS Payment will be Quarterly in arrears as per of Table-A of Annexure-14, on submission of Invoice and Acceptance/Sign off by the Bank/ Maintenance Report and on production of relevant documents and after deducting applicable penalties and Liquidated damages (if Any). Or Payment will be Quarterly in advance on submission of a Quarterly bank guarantee for equivalent amount as per of Table-A of Annexure-14 and on submission of Invoice and Acceptance/Sign off by the Bank/Maintenance Report and on production of relevant documents and after deducting applicable penalties and Liquidated damages (if Any).	We request the Bank to remove the requirement of a quarterly Bank Guarantee for advance payment and we propose the clause as below: Payment will be Quarterly in advance as per of Table-A of Annexure-14, on submission of Invoice and Acceptance/Sign off by the Bank/ Maintenance Report and on production of relevant documents and after deducting applicable penalties and Liquidated damages (if Any).	Bidder to comply with RFP terms & conditions
3	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	Clause 3. Payment terms 3.1. The payment schedule will be as under and will released after execution of contract agreement:	Sub Clause 3.1 Sl. No. 2 Onsite Resources 100% payment will be released Quarterly in arrears as per Table B of Annexure-14 and on production of relevant documents and after deduction of Liquidated damages (if any) as per RFP Terms & conditions	Request to modify points as below: 100% payment will be released monthly in arrears as per Table B of Annexure-14 and on production of relevant documents and after deduction of Liquidated damages (if any) as per RFP Terms & conditions.	Bidder to comply with RFP terms & conditions
4	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	Clause 4 Uptime	Sub Clause 4.1 4.1. The selected bidder shall guarantee a 24x7x365 availability with monthly uptime of 99.99% for the solution as per Scope of Work (Annexure-9), during contract period, which shall be calculated on monthly basis.	The uptime is for DC DR and Branches is same or different. Is uptime device wise or Branchwise.	The Device Uptime is same for DC,DR,branches/offices etc.,
5	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	Clause 6 Penalties/ Liquidated damages	6.6. Penalties/liquidated damages for Onsite resources: In case the resource goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank shall pay only the proportionate amount of resident resource charges during the particular month. The Bank shall also impose a penalty of 0.5% of the monthly resource cost for the respective Resident resource for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% on the monthly Resident resource charges payable to the selected bidder. 6.7. The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. 6.8. If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. 6.9. If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed responsible as Penalty / Liquidated Damage for non-performance. 6.10. Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and	We propose changes in the existing clause as below:- 6.6. Penalties/liquidated damages for Onsite resources: In case the resource goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank shall pay only the proportionate amount of resident resource charges during the particular month. The Bank shall also impose a penalty of 0.5% of the monthly resource cost for the respective Resident resource for each week and part thereof of absence. Provided however, that the selected bidder shall be given prior written notice of the absence and a reasonable cure period of at least 10 working days to provide a suitable replacement. However, total penalty under this clause will be limited to 20% on the monthly Resident resource charges payable to the selected bidder. 6.7. The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. 6.8. If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, subject to a cap as mutually agreed in the definitive agreement and shall exclude indirect or consequential losses, which may be equal to the cost it incurs or the loss it suffers for such failures. 6.9. If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order by providing prior written notice and an opportunity to cure the breach within a 30 days cure period or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage	Bidder to comply with RFP terms & conditions



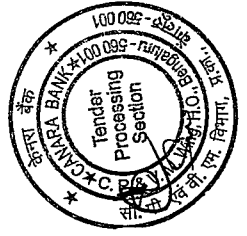


Sl. No.	Page No.	Section/ Annexure/ Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
6	19	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	<p>Clause 12</p> <p>12. Right to Audit</p>	<p>goodwill.</p> <p>6.11. Bank may impose penalty to the extent of damage to its any equipment or fine imposed by RBI or any regulatory bodies, if the damage was due to the actions attributable to the staff of the selected bidder.</p> <p>6.12. The liquidated damages shall be deducted/ recovered by the Bank from any money due or becoming due to the selected bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from selected bidder or from any other amount payable to the selected 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.</p> <p>6.13. All the above LDs are independent of each other and are applicable separately and concurrently.</p> <p>6.14. LD is not applicable for the reasons attributable to the Bank and Force Majeure</p>	<p>for non-performance mutually agreed in the definitive agreement.</p> <p>6.10. Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.</p> <p>6.11. Bank may impose penalty to the extent of damage to its any equipment or fine imposed by RBI or any regulatory bodies, if the damage was due to the actions attributable to the staff of the selected bidder.</p> <p>6.12. The liquidated damages shall be deducted/ recovered by the Bank from any money due or becoming due to the selected bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from selected bidder or from any other amount payable to the selected 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.</p> <p>6.13. All the above LDs are independent of each other and are applicable separately and concurrently.</p> <p>6.14. LD is not applicable for the reasons attributable to the Bank and Force Majeure.</p>	<p>Bank to comply with RFP terms & conditions</p>
				<p>12.1. The VENDOR has to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER and his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.</p> <p>12.2. Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.</p> <p>12.3. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to the PURCHASER and/or auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER.</p>	<p>We propose changes in the existing clause as below:-</p> <p>12. Right to Audit</p> <p>12.1. The VENDOR has to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER and his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.</p> <p>12.2. Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.</p> <p>12.3. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to the PURCHASER and/or auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER.</p>	<p>Bidder to comply with RFP terms & conditions</p>

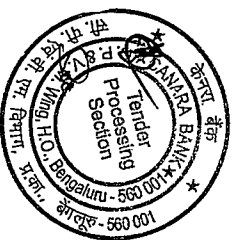
Sl. No.	Page No.	Section/ Annexure/ Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
7	33	SECTION F - OWNERSHIP & AWARDDING OF CONTRACT	Clause 16 16. Order Cancellation/Termination of Contract	<p>16.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice.</p> <p>16.2. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT 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:</p> <p>16.2.1. Delay in delivery beyond the specified period for delivery.</p> <p>16.2.2. Serious discrepancies noted in the items delivered.</p> <p>16.2.3. Breaches in the terms and conditions of the Order.</p> <p>16.2.4. Non submission of acceptance of order within 7 days of order</p> <p>16.2.5. Excessive delay in execution of order placed by the Bank</p> <p>16.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.</p> <p>16.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.</p> <p>16.2.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.</p> <p>16.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.</p> <p>16.2.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.</p> <p>16.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.</p> <p>16.4. In case the Vendor/Service Provider 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 Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.</p> <p>16.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Vendor/Service Provider 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.</p> <p>16.6. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.</p> <p>16.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.</p> <p>16.8. Notwithstanding the existence of a dispute, and/ or the commencement of negotiation and mediation proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition Plan.</p> <p>16.9. The Bank shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee to ensure smooth handover and transitioning of the Bank's deliverables</p>	<p>We propose changes in the existing clause as below:-</p> <p>16. Order Cancellation/Termination of Contract:-</p> <p>16.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice.</p> <p>16.2. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by providing 30 days' prior written notice and assigning appropriate reasons including breach or default 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:</p> <p>16.2.1. Delay in delivery beyond the specified period for delivery.</p> <p>16.2.2. Serious discrepancies noted in the items delivered.</p> <p>16.2.3. Breaches in the terms and conditions of the Order.</p> <p>16.2.4. Non submission of acceptance of order within 7 days of order</p> <p>16.2.5. Excessive delay in execution of order placed by the Bank</p> <p>16.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.</p> <p>16.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.</p> <p>16.2.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.</p> <p>16.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.</p> <p>16.2.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.</p> <p>16.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.</p> <p>16.4. In case the Vendor/Service Provider 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 Vendor/Service Provider by giving 7 days' prior written notice to the Vendor/Service Provider.</p> <p>16.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Vendor/Service Provider 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.</p> <p>16.6. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.</p> <p>16.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.</p> <p>16.8. Notwithstanding the existence of a dispute, and/ or the commencement of negotiation and mediation proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition Plan.</p> <p>16.9. The Bank shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee to ensure smooth handover and transitioning of the Bank's deliverables.</p>	Bidder to comply with RFP terms & conditions
8	34	SECTION F - OWNERSHIP & AWARDDING OF CONTRACT	Clause 16 Order Cancellation/Termination of Contract	<p>Legal Addition of new clause under the existing clause of '16 Order Cancellation/Termination of Contract'</p>	<p>We recommend to add new clause under the existing clause of '16 Order Cancellation/Termination of Contract as below:-</p> <p>Termination by the bidder for breach:- In the event Bank materially breaches this definitive Agreement or any statement of work, which breach is not cured within thirty (30) days after written notice specifying the breach is given to the Bank], the Bidder may terminate this definitive Agreement or any portion thereof or the applicable statement of work by giving written notice to the Bank.</p>	Bidder to comply with RFP terms & conditions



Sl. No.	Page No.	Section/ Annexure/ Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
9	58	Annexure-2 Pre-Qualification Criteria	Clause 8 The Bidder should have minimum experience of Two (02) years in providing Maintenance Services for minimum 500 SD-WAN/Routers Devices to any of the Public Sector Banks/ Private Sector Banks/ PSUs/ Govt Departments/ Govt Institutions in India.	The bidder has to provide relevant purchase order/ work order / engagement letter along with satisfactory project completion certificate/ Reference letter from the Concerned Organization/Email reference from the client clearly specifying the number of SD_WAN Devices/Router covered under Comprehensive AMC/ ATS. Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Contact number.	Request to modify points as below: The Bidder should have minimum experience of Two (02) years in Supply/ Providing Maintenance Services for minimum 500 SD-WAN/Routers Devices to any of the Public Sector Banks/ Private Sector Banks/ PSUs/ Govt Departments/ State Government/ Govt Institutions in India.	Bidder to comply with RFP terms & conditions
10	59	Annexure 2	Clause 8 The Bidder should have minimum experience of Two (02) years in providing Maintenance Services for minimum 500 SD-WAN/Routers Devices to any of the Public Sector Banks/ Private Sector Banks/ PSUs/ Govt Departments/ Govt Institutions in India.	The bidder has to provide relevant purchase order/ work order / engagement letter along with satisfactory project completion certificate/ Reference letter from the Concerned Organization/Email reference from the client clearly specifying the number of SD_WAN Devices/Router covered under Comprehensive AMC/ ATS. Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Contact number.	Would request to amend the clause to read as following: The Bidder should have minimum experience of one (1) years in providing Maintenance Services for minimum 3000 Lavelle SD-WAN Devices to any of the Public Sector Banks/ Private Sector Banks/ PSUs/ Govt Departments/ Govt Institutions in India. Reason - Experience on managing >3000 different sites and Lavelle Product should be a must to get quality bidders	Bidder to comply with RFP terms & conditions
11	60	Annexure-2 Pre-Qualification Criteria	Clause 13 The Bidder should have its own/franchise Service/Support Office at all 26 Circle Office locations of the Bank as mentioned in Annexure-9(A) of the RFP.	The Bidder to submit the details viz., Address, phone no., email id and contact person Name & Mobile no. etc as per Annexure-9(A).	To allow participation through partner/subcontractor presence in the required locations, with supporting authorization and service-level commitments. Or to relax the clause to "capability to serve in 26 locations" through existing partner(OEM) ecosystem.	Bidder to comply with RFP terms & conditions
12	60	Annexure-2 Pre-Qualification Criteria	Clause 13 The Bidder should have its own/franchise Service/Support Office at all 26 Circle Office locations of the Bank as mentioned in Annexure-9(A) of the RFP.	The Bidder to submit the details viz., Address, phone no., email id and contact person Name & Mobile no. etc as per Annexure-9(A).	Request to modify points as below: The Bidder should have its own/franchise Service/Support Office in atleast 10 locations in India.	Bidder to comply with RFP terms & conditions
13	60	Annexure-2 Pre-Qualification Criteria	Clause 13 The Bidder should have its own/franchise Service/Support Office at all 26 Circle Office locations of the Bank as mentioned in Annexure-9(A) of the RFP.	The Bidder to submit the details viz., Address, phone no., email id and contact person Name & Mobile no. etc as per Annexure-9(A).	We request the Bank to consider removing this as a Pre-Qualification criterion and allow submission of support office details during the award stage.	Bidder to comply with RFP terms & conditions
14	65	Annexure-6 Non-Disclosure Agreement		Legal Addition of exceptions under the Annexure 6 - Non-Disclosure Agreement	We recommend addition under the Existing Annexure 6 - Non Disclosure Agreement:- Provided further that the Bidder shall not be held liable for disclosure or use of information if the same: (a) was already known to the Bidder prior to disclosure by the BANK; (b) is or becomes publicly available through no fault of the Bidder; (c) is received from a third party who is not in breach of any obligation of confidentiality to the BANK; or (d) is required to be disclosed under applicable law, regulation, or order of a competent court or regulatory authority, provided that the Bidder shall, to the extent permissible by law, provide prior written notice to the BANK of such requirement and allow the BANK to seek protective remedies.	Bidder to comply with RFP terms & conditions
15	68	Annexure-9 Scope of Work	Clause A General	Sub Clause 3 Bidder should include all the available licenses of the proposed solution while bidding, and bidder should provide any additional features required by the bank during the contracted period, with no additional cost to the bank.	Request clarity considering this is AMC/ATS is for already Implemented locations, how the additional licenses and features are relevant.	Clause is Self explanatory. Bidder to comply with RFP terms & conditions. Bidder to refer corrigendum 1.
16	68	Annexure-9 Scope of Work	Clause A General	Sub Clause 6 All necessary entitlements papers of licenses for both hardware and software should be provided to the Bank.	Request bank clarity on requirement of Hardware and licenses as this RFP is only for AMC	Clause is Self explanatory. Bidder to comply with RFP terms & conditions. Bidder to refer corrigendum 1.



Sl. No.	Page No.	Section/ Annexure/ Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
17	68	Annexure-9 Scope of Work	Clause A General	Sub Clause 7 Bidder should ensure compatibility of the new/replace hardware, software and other equipment that they supply, with the hardware and software systems being used in the bank. The Bidder shall be responsible to carry out all the required changes for compatibility as per requirement of the bank during the contracted period, with no additional cost to the bank.	What is the scope for new supply. Is bank referring to the replacement hardware during the AMC period.	Clause is Self explanatory. Bidder to comply with RFP terms & conditions. Bidder to refer corrigendum 1.
18	69	Annexure-9 Scope of Work	Clause A General	Sub Clause 10 Bidder has to ensure that DC and DRC are having SD-WAN master controller/Orchestration layer for all other locations. Both DC and DRC SD-WAN controller/Orchestration layer should be in HA mode for all other devices.	Request bank to clarify on this clause, considering this is an existing setup with SDWAN Controllers available at Bank DC & DR as per initial design, request Bank to remove this or clarify on this statement.	Clause is Self explanatory. Bidder to comply with RFP terms & conditions. Bidder to refer corrigendum 1.
19	69	Annexure-9 Scope of Work	Clause B Maintenance	Sub Clause 7 Bidder has to submit the detailed solution document which includes architecture (HLD & LLD), technical specifications of all the supplied hardware, software, configuration, traffic flow, failover scenarios, features list, etc., during the contract period on every quarter.	Request Bank to remove this clause as its not relevant to the scope of AMC/ATS. Please clarify if relevant.	Clause is Self explanatory. Bidder to comply with RFP terms & conditions
20	69	Annexure-9 Scope of Work	Clause B Maintenance	Sub Clause 8 Bidder has to integrate the existing SD-WAN solution with AD, NTP server, TACACS, TACACS+, SIEM, NMS, ITAM, PIM, ITSM, etc., if required.	Request Bank to remove this clause as its not relevant to the scope of AMC/ATS. Please clarify if relevant.	Clause is Self explanatory. Bidder to comply with RFP terms & conditions. Bidder to refer corrigendum 1.
21	69	Annexure-9 Scope of Work	Clause B Maintenance	Sub Clause 9 Bidder should provide onsite team size of minimum 8 skilled resources form bidder and 2 skilled resources from OEM excluding one project manager during Project contract period to support the SD-WAN locations.	Where will these resources be placed. Whether Bank will give space with basic requisites for the resources to perform duty. Please explain what is required from 2 resources of OEM. Whether resources will be OEM certified. Please clarify?	Bidder's resources should be available on 24*7*365 at Bengaluru & Mumbai. OEM's resources should be available in bengaluru on all bank working days and whenever support required. OEM resources are required to handle escalation calls and fine tuning solution. Bidder to refer corrigendum 1.
22	69	Annexure-9 Scope of Work	Clause B Maintenance	Sub Clause 9 Bidder should provide onsite team size of minimum 8 skilled resources form bidder and 2 skilled resources from OEM excluding one project manager during Project contract period to support the SD-WAN locations.	Request bank to share the Service window and locations to deploy onsite resources.	Bidder's resources should be available on 24*7*365 at Bengaluru & Mumbai. OEM's resources should be available in bengaluru on all bank working days and whenever support required. Bidder to refer corrigendum 1.
23	70	Annexure-9 Scope of Work	Clause B Maintenance	Sub Clause 12 The bidder shall provide all other required equipment's and services, whether or not explicitly mentioned in this bid, to ensure the intent of specification, completeness, operability, maintainability and upgradability of the network.	Request Bank to remove this clause as its not relevant to the scope of AMC/ATS. Please clarify if relevant.	Bidder to comply with RFP terms & conditions. Bidder to refer corrigendum 1.
24	71	Annexure-9 Scope of Work	Clause C Compliance	Sub Clause 5 Bidder should ensure the SD-WAN solution is quantum safe and adhere to the standards set by NIST	Request Bank to remove this clause as its not relevant to the scope of AMC/ATS. Please clarify if its relevant.	Bidder to comply with RFP terms & conditions. Bidder to refer corrigendum 1.
25	71	Annexure-9 Scope of Work	Clause D AMC	Sub Clause 7 Bidder should provide a portal to maintain and track the inventory of all the supplied hardware and software of the SD-WAN solution.	Request for Changes: Bidder should maintain and track the inventory of all the supplied hardware and software of the SD-WAN solution and must be able provide on demand. Justification: Instead of Portal, we can provide the Inventory record on demand.	Bidder to comply with RFP terms & conditions. Bidder to refer corrigendum 1.
26	71	Annexure-9 Scope of Work	Clause D AMC	Sub Clause 7 Bidder should provide a portal to maintain and track the inventory of all the supplied hardware and software of the SD-WAN solution.	Request for Changes: Bidder should maintain and track the inventory of all the supplied hardware and software of the SD-WAN solution and must be able provide on demand. Justification: Instead of Portal, we can provide the Inventory record on demand.	Bidder to comply with RFP terms & conditions. Bidder to refer corrigendum 1.





Sl. No.	Page No.	Section/ Annexure/ Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Response
27	102	Appendix-G DRAFT CONTRACT AGREEMENT	Clause 10 10. ORDER CANCELLATION/TERMINATION OF CONTRACT:	<p>10.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice.</p> <p>10.2. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT 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:</p> <p>10.2.1. Delay in delivery beyond the specified period for delivery.</p> <p>10.2.2. Serious discrepancies noted in the items delivered.</p> <p>10.2.3. Breaches in the terms and conditions of the Order.</p> <p>10.2.4. Non submission of acceptance of order within 7 days of order.</p> <p>10.2.5. Excessive delay in execution of order placed by the Bank.</p> <p>10.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.</p> <p>10.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.</p> <p>10.2.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.</p> <p>10.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.</p> <p>10.2.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.</p> <p>10.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.</p> <p>10.4. In case the Vendor/Service Provider 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 Vendor/Service Provider.</p> <p>10.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Vendor/Service Provider is bound to incur for the execution 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.</p> <p>10.6. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.</p> <p>10.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.</p> <p>10.8. Notwithstanding the existence of a dispute, and/ or the commencement of negotiation and mediation proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.</p> <p>10.9. The Bank shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee to ensure smooth handover and transitioning of the Bank's deliverables.</p>	<p>We propose changes in the existing clause as below:-</p> <p>Order Cancellation/Termination of Contract:-</p> <p>10.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 90 day's notice.</p> <p>10.2. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by providing 30 day's prior written notice and assigning appropriate reasons including breach or default 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:</p> <p>10.2.1. Delay in delivery beyond the specified period for delivery.</p> <p>10.2.2. Serious discrepancies noted in the items delivered.</p> <p>10.2.3. Breaches in the terms and conditions of the Order.</p> <p>10.2.4. Non submission of acceptance of order within 7 days of order</p> <p>10.2.5. Excessive delay in execution of order placed by the Bank</p> <p>10.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.</p> <p>10.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.</p> <p>10.2.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.</p> <p>10.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.</p> <p>10.2.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.</p> <p>10.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.</p> <p>10.4. In case the Vendor/Service Provider 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 Vendor/Service Provider by giving 7 days' prior written notice to the Vendor/Service Provider.</p> <p>10.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution 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.</p> <p>10.6. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.</p> <p>10.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.</p> <p>10.8. Notwithstanding the existence of a dispute, and/ or the commencement of negotiation and mediation proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.</p> <p>10.9. The Bank shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee to ensure smooth handover and transitioning of the Bank's deliverables.</p>	Bidder to comply with RFP terms & conditions

