

CORRIGENDUM – 1 Dated 30/06/2021 For Request for Proposal (RFP) For

Supply, Installation, Implementation, Integration &

Maintenance of Server Hardware and Software

Tender Reference No. CO/DIT/PUR/2021-22/328 dated 10.06.2021 ,

DEPARTMENT OF INFORMATION TECHNOLOGY ,1st floor, Central Bank of India, Central Office,

Plot no. 26, Sector 11, CBD Belapur, Navi Mumbai – 400614

In reference to the Request for Proposal (RFP) for Supply, Installation, Implementation, Integration & Maintenance of Server Hardware & Application Software, reference no. CO/DIT/PUR/2020-21/328 dated 10.06.2021, all Interested bidders are hereby informed that the Changes/Clarifications/Revisions/Addendum as per Corrigendum -1 are to be taken into account for bid submission. Bidders are requested to note and comply accordingly.

S.N	Page #	Point / Section #	RFP Clause	Bidder's Query	Banks Response
1	11	1.4 Project Timelines -	Within 10 weeks of date of acceptance of the Purchase Order (PO) by the successful bidder	Due to current pandemic situation, there is a supply constraint on most of the server & chassis components. Hence request bank to change the delivery period to 14-16 weeks	Revised Clause: "Supply and delivery of server hardware and its related software, software licenses, hardware and software for solution at DC and DRC should be completed within 12 weeks of date of acceptance of the Purchase Order (PO) by the successful bidder"
2	11	1.4 Project Timelines -	Migration services- Migration of Existing Virtual Machines / Physical Machines to new setup	We request bank to share existing setup details and Migration service related scope of work	Clarification: "Migration of existing Virtual Machines to proposed infrastructure need to be carried out for approximately 150 Virtual Machines."
3	16	2.1.2 - Software licenses at DC and DRC		Pls clarify if Server OEM can provide the Microsoft Licenses along with the servers. If so, suggest to let the bidder/OEM to decide the core pack whether 2 core or 16 core pack but to license the entire server physical cores. Also, pls confirm if there is Software assurance required to be quoted.	Clarification: "OEM License is not allowed. Bidder should provide volume license in the name of Bank. Software Assurance need not be quoted."
4	16	2.1.3 - Installation and Configuration	Migration of Existing Virtual Machines / Physical Machines to new setup	Pls confirm how many VMs are to be migrated from the cisco setup. We would need exact count of VMs to arrive at the installation cost	Please refer Response to Query number 2

5	33	4.6 - Date of Bid Expiration	Proposals must be valid for a minimum of six months from the date of expiry of the last date for submission of response to RFP.	Due to the market Volatility & Dollar fluctuations, request bank to reduce the Price validity timeline to 3 Months	RFP clause stands as-it-is.
6	3	Annexure 3 – Eligibility Criteria Compliance : Product Eligibility Criteria(S. No. 1)	Proposed x86 product series should be implemented in Data Centers of at least one public sector Bank/ Scheduled Commercial Bank during last 5 years.	Currently Central bank of India is using the same product which we will quote. Hope we can give reference of this. Also if there is another reference to be given, Hope we can give reference of Private Banks as well. Most of the organisations have NDA clauses, hence we can submit a reference on our letterhead. Hope this is ok.	Clarification: "Reference letter from Banks are acceptable including Central Bank of India."
7		Annexure 4: Minimum Tehnical Specifications of Blade Chassis - Chassis Connectivity(10)	Populated Chassis Interconnects Modules should contain FCOE, FC, Ethernet and iSCSI from day 1. Chassis Interconnects Module can be internal or external to the chassis. In both the cases, Chassis Interconnects Module should be redundant and if it's internal then it should be redundant on each chassis level.	Since redundancy is built in at the chassis level for all components hence request bank to change it to "The internal interconnect modules should be redundant at the solution level or site level."	RFP clause stands as-it-is.
8		Annexure 4: Minimum Tehnical Specifications of Blade Chassis - Chassis Connectivity(13)	All Network and Management modules in the proposed blade chassis should be populated from day 1 to ensure redundancy	We assume we need to populate the network Modules & Management modules in redundancy which caters to the requirement mentioned in the tech specs. Pls confirm.	Clarification: " In each chassis Individual redundancy of Network and Management module should be ensured catering to solution requirement."

9		Annexure 4: Minimum Tehnical Specifications of Blade Chassis - Chassis Connectivity (16)	Proposed blade chassis solution should provide cumulative uplink of 40 ports (this includes redundancy) of 25G/10G/1G and/or 8G/16G/32G FC.	We assume 40 Ports as uplink are required per Site, i.e. 40 Ports in DC and 40 ports in DR. Pls confirm. As per latest Blade Chassis architecture, Switches give uplinks of 25G/10G SFP+ ports on Ethernet & 16G/32G FC uplinks. 1G uplinks are no more provided by the chassis switches. Hope this point is accepted. Also, request bank to provide detailed break up of : No of Ethernet Uplinks per site, Whether 10G or 25G No of FC Uplinks per site, Whether 16G or 32G	Clarification: "For more details Please refer Appendix 1 Form B 01-Bill Of Material, 24 port of 25G/10G Multimode Fibre for network in redundancy (12 x 2) 16 port 16G/32G for FC uplinks in redundancy (8 x 2) All SFPs provided as part of the soluton should be covered under Warranty / AMC of the respective OEM for the tenure of contract."
10		Annexure 4: Minimum Tehnical Specifications of Blade Chassis - Blade Management (26)	The componenets of the server identity/profile should be configurable via the same server management Interface. An administrator should not have to go to different dashboards to configure SAN, LAN, BIOS Settings all fo these should be available from the same workflow.	We assume CBI will be using Vmware vcenter for managing the entire physical & VM infra. We can have plugin of our management software in vcenter to make sure the administrator gets single GUI to configure SAN, Virtual Network & BIOS settings. Pls confirm if this assumption is correct.	RFP clause stands as-it-is. This clause refers to Blade and Chassis Management.
11		Annexure 4: Minimum Tehnical Specifications of Blade Chassis - Blade Management (36)	Proposed blade system should have tight integrations with storage platforms of the existing vendors	Pls share the Model No & Brand of the Storage and the SAN Switch for us to confirm on the Integration/Compatibility.	The integration need to be done with Cisco MDS 9710 SAN Switch. Storage is Hitachi Make.
12		Annexure 4: Minimum Tehnical Specifications of Blade Chassis - Blade Management (23)	Proposed management software should be from the proposed blades and chassis OEM and should be able to manage all the proposed servers from a single dashboard	Pls suggest if Bank will provide the Infra to host the management software or the bidder has to provision the same?	Clarification: "Virtual machine from the proposed setup can be used for hosting management software. The maximum size that can be provisioned is 16 core / 64GB- RAM / 500GB -HDD . If the requirement is higher or an appliance is required, bidder has to provide the same with out nay additional cost to the Bank."

13		Annexure 4: Minimum Technical Specifications of Blade Chassis - Cable (42)	Should provide All size of required length of Cable	Cable length comes in various sizes, also there are different types of cables required. Giving so many cables in each size is not feasible. Hence request bank to suggest one size or allow us to quote for the max size of cable available which could be 7 mtr or 10 mtr.	Clarification: "The specification is given in Appendix 1 Form B 01, Bill of materials. However during installation, bidder may do a site survey to arrive at exact requirements. Only machine crimped cables are allowed."
14		Annexure 4: Minimum Technical Specifications of Blade Server - Storage	Proposed blade server should be with 2 no. of minimum 480 GB SSD drive in Raid 0,1.	We assume 480 GB will be SATA Read Intensive SSD. Pls confirm.	Revised Clause : "Proposed blade server should be with 2 no. of minimum 480 GB or higher NVME drive in Raid 0,1."
15		Annexure 4: Minimum Technical Specifications of Blade Server - Memory	Proposed blade server should have minimum 512GB of RAM and should be scalable to 3TB . Should have at least 32 DIMM slots per server and support up to 3TB of DDR4 with latest clock speed and compatible with latest Intel processor.	With 64GB DIMM Module, we can scale the server to 32 x 64 GB = 2 TB. For 3TB, the DIMMs need to be replaced with 128GB DIMM Modules whenever bank wants to achieve 3 TB. Pls make a note of this.	Bidder's understanding is correct. RFP clause stands as-it-is.
16		Annexure 4: Minimum Technical Specifications of Blade Server - Network(7)	Proposed blade server should contain Converged Network Adapter, which aggregates both the Ethernet and FC connectivity on a single controller	We recommend bank to consider Redundant CNA cards per server to provide card level redundancy. Hence modify the clause as: "Proposed blade server should contain Converged Network Adapter, which aggregates both the Ethernet and FC connectivity on a single controller"	Revised Clause: "Proposed blade server should contain minimum two Converged Network Adapters in redundant mode, which aggregates both the Ethernet and FC connectivity on a single controller"
17		Annexure 4: Minimum Technical Specifications of Blade Server - Network(12)	Proposed blade server should be populated with all internal mLOM/ PCI-e slots with network cards to offer maximum throughput to the overall network . These network cards should be of highest speed available with the OEM	We assume we need to populate the network cards which caters to the requirement mentioned in the tech specs for Eg. To provide 80Gbps throughput from the server. Pls confirm.	Revised Clause: "Proposed blade server should be populated with all internal mLOM/ PCI-e slots with network cards to offer required throughput as per technical specifications. Card level redundancy should be ensured."

18		Annexure 4: Minimum Technical Specifications of Blade Server - Warranty(27)	Warranty: 7 years 24x7 comprehensive onsite support from Vendor/OEM with maximum 2 hour response time / 6 hour Call -to - Resolution	Does bank need 7 Years upfront warranty of the server and blade chassis or is it 3 Yrs + 4 yrs of AMC. Our recommendation is to provide 5 or 7 Years upfront warranty which will give bank commercial advantage on total TCO for 5/7 Years.	RFP clause stands as-it-is.
19		Annexure 4: Minimum Technical Specifications of TOR SWITCH - Performance Requirement (Point No 3.3) :	Switch should support minimum 250 VRF instances with route leaking functionality.	Need to remove route leaking functionality.	Revised Clause: "3.3 - Switch should support minimum 250 VRF instances"
20		Annexure 4: Minimum Technical Specifications of TOR SWITCH - Performance Requirement (Point No 3.5) :	The Switch should support intelligent buffer management with a minimum buffer of 40MB.	We believe buffer of 32MB for a 25G switch with 48 ports should suffice for a Datacenter TOR switch Scenario. Excessive buffers can induce latency which can have adverse effect on latency sensitive virtual environment that bank is planning to build. Also, this clause is favoring one particular OEM for a 48 Port - 25G TOR switch Category and would request to amend the same	Revised Clause: " The switch should have a minimum of 32 MB Buffer"
21		Annexure 3 – Eligibility Criteria Compliance	1. Status of Bidder i.e. class-I or class-II local supplier as per preference to Make in India.	We would like to request bank please confirm Make in India Class I or Class II is a mandatory document or not.	Clarification- "Non- Class 1 and non-class 2 bidders are also eligible to participate. In case bids are received from Class 1 or Class 2 local suppliers, purchase preference will be given to such bidders in-line with Government of India guidelines. If Class 1 and Class-2 Bidders are not available, other bidders will be considered."

22		Annexure 3 – Eligibility Criteria Compliance	13. The bidder should be engaged in supplying and providing maintenance services for Server business in India in last 5 years and should have supplied and maintained servers in at-least one public sector banks/ scheduled commercial banks for x86 server series with virtualization during last 5 years.	We request bank to consider Public Sector Bank / Scheduled Commercial bank and Private Sector Bank as well.	RFP clause stands as-it-is.
23		Software Solution at DC and DRC		We request bank to confirm that bidder need to submit Microsoft MAF or not. As Server OEM can also supply Microsoft Server license along with Server.	Please refer to query number 3. MAF is required.
24	22	Service Level Default	Bank expects the bidder to complete scope of the project including delivery and installation within the timeframe specified in this RFP. Inability of the bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 1 % of the value of the affected service or product per week of delay or non-compliance.	Query : - Request bank to change proposed rate of penalty from 1% to 0.5%.	RFP clause stands as-it-is.

25	22	Service Level Default	Bank expects the bidder to complete scope of the project including delivery and installation within the timeframe specified in this RFP. Inability of the bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 1 % of the value of the affected service or product per week of delay or non-compliance.	Query : - Request bank to clarify that above penalty will only be applicable on product cost. Other cost such as AMC , Installation,Migration costs will not be part of the penalty. Kindly confirm.	Clarification: "Penalty will be applicable on product cost."
26	14	2.Detailed scope of work- Warranty	All in-scope hardware should be provided with 3 years of comprehensive on-site warranty which will start from the date of installation acceptance of the respective hardware/software by Bank.	Bidder request bank to make warranty to start from date of delivery and not from installation sign off. Please confirm	RFP clause stands as-it-is.
27	24	4. Terms & Conditions	The Bank expects the Bidder to adhere to the terms of this RFP and would not accept any deviations to the same.	Bidder request bank to allow legal deviation to be submitted along with bid. Please confirm	Deviations are not allowed from RFP clauses and subsequent corrigendum.
28	33	EMD (Amount)	This envelope should contain the demand draft / Bank Guarantee for INR 40,00,000/- (Rs. Forty lakh only) towards EMD favoring "Central Bank of India" payable at Mumbai	As per Govt of India circular dated 12th Nov 2020, no provision regarding bid security should be kept in the bid documents and only bid security declaration submitted along with bid. Bidder request bank to clarify wheather we still need to give EMD for this RFP?	Clarification: "Bid Security/Earnest Money Deposit: Bidder may submit "Bid Security Declaration" in place of Earnest Money Deposit (EMD) bidder as per format given in Annexure 13."

29	54	5.21.1	The Bidder is expected to quote unit price in Indian Rupees (without decimal places) for all components (hardware, software etc.) and services on a fixed price basis, as per the commercial Bid inclusive of all costs.	Does bidder needs to provide commercials inclusive of GST or exclusive of GST? please confirm	Clarification "Please refer to RFP Clause, GST would be paid extra on actuals."
30	60	5.37	The Bidders participating in the tender process should give an Acceptance Certificate for all the points mentioned in the tender. Otherwise their offers are liable to be rejected.	Is legal deviation are allowed along with commercial bid? Please confirm	Clarification: "Deviations are not allowed form RFP clauses and subsequent corrigendum."
31	66	7.2 Product Cost		Payment Terms- Bidder request bank to make 100% payment on delivery of hardware / Software. Please confirm	RFP clause stands as-it-is.
32	67	7.4 AMC Payment Terms		Bidder request bank to make AMC/ATS yearly in advance. Please confirm	RFP clause stands as-it-is.
33		Appendix 2 Form A 04 - MAF		Please allow bidder/OEM to provide MAF as per OEM's format	Clarification: "Format provided by OEM may be different but the all the requirements in Bank's MAF Format should be covered as of Appendix 2 Form A 04 "
34	3	Annexure 3 – Eligibility Criteria Compliance : (S. No.13)	The bidder should be engaged in supplying and providing maintenance services for Server business in India in last 5 years and should have supplied and maintained servers in at-least one public sector banks/ scheduled commercial banks for x86 server series with virtualization during last 5 years.	The bidder should be engaged in supplying and providing maintenance services for Server business in India in last 5 years and should have supplied and maintained servers in at-least one public sector banks/ scheduled commercial banks/ Corporates for x86 server series during last 5 years. ELSE Please make it as- The bidder should be engaged in supplying and providing maintenance services for Server business in India in last 5 years and should have supplied and maintained servers in at-least one public sector banks/ scheduled commercial banks for x86 server series during last 5 years	RFP clause stands as-it-is.
35	16	2.1.2 Software licenses at DC and DRC		We here by request bank to procure MS licenses as bank is procuring Vmware licenses. Since bank will be able to procure MS licences separately at better price through ULA extra.	RFP clause stands as-it-is.

36	16	2.1.3 Installation and Configuration	Creation of required Virtual Machines	Please advise tentatively how many VM's needs to created?	Bidder is required to create approximately 10 numbers of templates (each at DC and DRC) for different Operating Systems as per Bank's specifications and requirements.
37	16	2.1.3 Installation and Configuration		Please advise tentatively how many Physical machines/VM's needs to be migrated, this will helps us in calculatating effort cost.	Please refer Response to query number 2
38	12	EMD (Amount)	This envelope should contain the demand draft / Bank Guarantee for INR 40,00,000/- (Rs. Forty lakh only) towards EMD favoring "Central Bank of India" payable at Mumbai	Requesting bank to reduce the EMD value to 15,00,000/-	Please refer Response to query number 28
39	55	5.23 Liquidated Damages	as liquidated damages, a sum equivalent to 1% of the order value of the Device, Software per week or part thereof until actual delivery or performance, (3 days will be treated as a week); and the maximum deduction is 10% of the contract price	We here by request bank to consider LD penalty @0.5% of the order value of the Device, Software per week or part thereof until actual delivery or performance	RFP clause stands as-it-is.
40	65	7.2 Product Cost	60 % payment to Successful delivery of the respective hardware and/or respective software	Requesting bank to changes the 70 % Successful delivery of the respective hardware and/or respective software.	RFP clause stands as-it-is.
41	65	7.2 Product Cost	30 % Payment On successful installation and inspection signoff by Bank of the respective hardware and/or respective software	Requesting bank to change 20% On successful installation and inspection signoff by Bank of the respective hardware and/or respective software	RFP clause stands as-it-is.
42	66	7.4 AMC Payment Terms	AMC amount payable would be paid quarterly in arrears on submission of invoice.	Please consider Amc payment as yearly in advances instead quartely in arrears	RFP clause stands as-it-is.

43	66	7.4 AMC Payment Terms	AMC amount payable would be paid quarterly in arrears on submission of invoice.	Please consider software& ATS payment yearly in advances as we need to pay OEM in advance	RFP clause stands as-it-is.
44	66	7.3 Installation and Migration	70 % payment On Successful installation and inspection sign-off by Bank of the respective hardware and/or respective software at Bank's location	Requesting bank to consider it has 90%Successful installation and inspection sign-off by Bank of the respective hardware and/or respective software at Bank's location	RFP clause stands as-it-is.
45	66	7.3 Installation and Migration	30 % Payment- 3 months after successful running of the respective hardware and/or respective software	Requesting bank to consider it has 10 % 3 months after successful running of the respective hardware and/or respective software	RFP clause stands as-it-is.
46		Annexure 4 (Blade Chassis Section)- Chassis Connectivity(15)	Proposed Network module/Switches should contain Windows Network load balance (NLB) features. NLB should be multicast	Request you to amend this to " Proposed Network module/Switches should support Windows Network load balance (NLB) features. NLB should be multicast."	Revised Clause: "Proposed Network module/Switches should support Windows Network load balance (NLB) features. NLB should be configured with multicast."
47	2	Annexure 4 (Blade Chassis Section)-	For Addition	Request bank to add following point The solution should support virtual resource management for multiple leading hypervisors to access information about the managed VM's, Hosts, datastores and execute commands such as provisioning, resizing (scale in & scale out), reconfiguring entities in the environment. can perform system monitoring, Application component monitoring and report on wasted storage, recommend actions, execute moves for VMs and VM storage, and execute VM reconfiguration (change CPU count, memory, etc.). This will help bank in betterment of Application performance assurance.	RFP clause stands as-it-is.
48	Page 1	Compliance of Eligibility Criteria- S.No-5	Bidder should have an average turnover of at-least INR 50 crores in any of the two years out of last three financial years (i.e. 2018-19, 2019-20 and 2020-21)	Since Estimated Cost of the tender is less than 50Cr and Since Start-up and MSE partners are eligible for bid, Average turnover should be 10Cr. As the amendment to Minimum turnover criterial has made this year.	RFP Cluase stands as-it-is

49	Page 3	Compliance of Eligibility Criteria- 13	The bidder should be engaged in supplying and providing maintenance services for Server business in India in last 5 years and should have supplied and maintained servers in at-least one public sector banks/ scheduled commercial banks for x86 server series with virtualization during last 5 years.	Since OEM is also an integral part of the Supply & Support, We request to amend the criteria as below: "The bidder/OEM should be engaged in supplying and providing maintenance services for Server business in India in last 5 years and should have supplied and maintained servers in at-least one public sector banks/ scheduled commercial banks for x86 server series with virtualization during last 5 years."	RFP clause stands as-it-is.
50	Page No 10	1.3 Project Scope	Integration, if any, with Bank's existing application platforms, server and storage environment, enterprise network etc	Integration, if any, with Bank's existing application platforms, server and storage environment, enterprise network etc.---Please specify the application or other devices that need to be integrated with the proposed solution.	Clarification: "The propose solution should be integrated with Bank's Enterprise storage"
51	Page No 16	Installation & Configuration- Blade Servers	Migration of Existing Virtual Machines / Physical Machines to new setup	Migration of Existing Virtual Machines / Physical Machines to new setup---Please do let us know, how many Virtual machines to be migrated & how many physical Servers to be Migrated.	Please refer Response to query number 2
52	Page No 19	Issue Criticality Classification		Requesting you to keep the SLA clause on the availability of the whole system instead of the individual component of the system. & penalty should be based on the warranty or AMC value depending on the incident falling in that warranty or AMC respectively.	RFP clause stands as-it-is.
53	Page No 21	Infrastructure Support		Requesting you to keep the SLA as 99.99% instead of 100%	Clarification: "Please refer to RFP Clause " SLA Compliance- Service Level default. "

54	Page no 1-	Annexure 4 - Minimum Technical Specifications - Blade Chassis - Clause 16	Proposed blade chassis solution should provide cumulative uplink of 40 ports (this includes redundancy) of 25G/10G/1G and/or 8G/16G/32G FC.	For the bill of material, We request bank to please confirm the exact breakup of SFPs to configure for 10Gb or 25Gbps, 16Gb FC or 32GB FC. This has commercial implication if wrongly /excessively configured	Clarification: "For more details Please refer Appendix 1 Form B 01-Bill Of Material, 24 port of 25G/10G Multimode Fibre for network in redundancy (12 x 2) 16 port 16G/32G for FC uplinks in redundancy (8 x 2) All SFPs provided as part of the solution should be covered under Warranty / AMC of the respective OEM for the tenure of contract."
55	Page no 1-	Annexure 4 - Minimum Technical Specifications - Blade Chassis - Clause 13	All Network and Management modules in the proposed blade chassis should be populated from day 1 to ensure redundancy	Bank has requested 80Gbps cumulative bandwidth per Blade server using Converged adapter /redundant FC Ethernet adapter. In that case configuring all the interconnect /network modules will not be of use. Please allow the bidder to configure redundant Network module in line with the server HBA/PCI Configuration	Please Refer response to Query No 8
56	Page no 1-	Annexure 4 - Minimum Technical Specifications - Blade Server - Clause 12	Proposed blade server should be populated with all internal mLOM/ PCI-e slots with network cards to offer maximum throughput to the overall network . These network cards should be of highest speed available with the OEM	In clause no.10, bank has asked for 80Gbps cumulative bandwidth. So configuring all PCI/ MLOM slots would not be in line with the above clause. We request bank to remove this clause as the bidder has to configure 80Gbps per server as per clause NO.10	Please Refer response to Query No 17
57	Page no 1-	Annexure 4 - Minimum Technical Specifications - Blade Chassis - Clause 5	Proposed blade chassis should be able to host the latest server offered by the OEM and also next two generations of servers offered by the OEM without any change in management or without any additional chassis	Proposed blade chassis should be able to host the latest server offered by the OEM and also next two One generations of servers offered by the OEM without any change in management or without any additional chassis	RFP clause stands as-it-is.

58		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 3 - Performance Requirement - 3.2	Switch should re-converge all dynamic routing protocol at the time of routing update changes i.e. Graceful restart for fast re-convergence of routing protocols (OSPF, IS-IS, BGP)	Request Bank to remove IS-IS protocol	Revised Clause : "Switch should re-converge all dynamic routing protocol at the time of routing update changes i.e. Graceful restart for fast re-convergence of routing protocols (OSPF, BGP)"
59		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 3 - Performance Requirement - 3.5	The Switch should support intelligent buffer management with a minimum buffer of 40MB.	Request Bank to amend this to 32MB buffer and remove intelligent word	Please Refer response to Query No 20
60		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 3 - Performance Requirement - 3.7	The switch should support 8K multicast routes	Please change to " The switch should support 4k multicast routes."	Revised Clause "The switch should support 4K multicast routes"
61		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 3 - Performance Requirement - 3.9	Switch should support 64 nos of ECMP paths	Please consider 16 Way ECMP	RFP clause stands as-it-is.

62		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 5 - Layer2 feature - 5.8	Switch should support FCoE.	Request Bank to remove this clause	RFP clause ---Annexure 4- Minimum Technical Specifications - TOR Switch- Section 5 - Layer 2 feature - 5.8 - "Stands Deleted"
63		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 5 - Layer2 feature - 5.9	The Switch should support DC Bridging i.e. IEEE 802.1Qbb Priority Flow Control (PFC), Data Center Bridging Exchange (DCBX), IEEE 802.1Qaz Enhanced Transmission Selection (ETS), Explicit Congestion Notification (ECN).	Request Bank to remove ECN	Revise Clause: "The Switch should support DC Bridging i.e. IEEE 802.1Qbb Priority Flow Control (PFC), Data Center Bridging Exchange (DCBX), IEEE 802.1Qaz Enhanced Transmission Selection (ETS), Explicit Congestion Notification (ECN) or equivalent".
64		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 5 - Layer2 feature - 5.11	Maximum no of ports in the port channel should be 32	Please change to "Maximum no of ports in the port channel should be 8"	RFP clause stands as-it-is.
65		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 5 - Layer2 feature - 5.12	The switch should support BGP EVPN (RFC 7432) Route Type 2, Type 4 and Route Type 5 for the overlay control plane	Request Bank to remove Type 5 route	Revised Clause is "The switch should support BGP EVPN (RFC 7432) Route Type 2, and Type 4 for the overlay control plane"

66		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 6 - Layer3 feature - 6.2	Switch should support segment routing and VRF route leaking functionality from day 1	Segment routeing and VRF route leaking is not used in Enterprise DC, its used for ISP level devices. Request to remove this point.	RFP Clause- Annexure 4- Minimum Technical Specifications - TOR Switch- Section 6 - Layer 3 feature - 6.2 - "Stands Deleted"
67		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 6 - Layer3 feature - 6.3	Switch should support Segment Routing and Layer3 VPN over Segment Routing	Request Bank to remove "segment routing"	RFP Clause- Annexure 4- Minimum Technical Specifications - TOR Switch- Section 6 - Layer 3 feature - 6.3 - "Stands Deleted"
68		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 6 - Layer3 feature - 6.4	Switch should support multi instance routing using VRF/ VRF Edge/ Virtual Router routing and should support VRF Route leaking functionality.	Please remove VRF route leaking functionlaity. Kindly modify to "Switch should support multi instance routing using VRF/ VRF Edge/ Virtual Router routing"	Revised Clause: Switch should support multi instance routing using VRF/ VRF Edge/ Virtual Router routing.
69		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 6 - Layer3 feature - 6.5	Switch should provide multicast traffic reachable using: a. PIM-SM (RFC 4601) b. b. PIM-SSM (RFC 3569)	Please change to " PIM-SSM (RFC 3569)/PIM SM/PIM DM	Revised Clause: "Switch should provide multicast traffic reachable using: a. PIM-SM (RFC 4601)/ PIM-SM(RFC 7761) b. PIM-SSM (RFC 3569) /PIM SM"
70		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 7 - Quality of Service - 7.4.1	Switch should support for different type of QoS features for real time traffic differential treatment using a. Weighted Random Early Detection b. Strict Priority Queuing	Please change to "Weighted Random Early Detection/Deficit Weighted Round Robin (DWRR) /PFC /ETS"	RFP clause stands as-it-is.

71		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 8 - Security - 8.4	Switch platform should support MAC Sec (802.1AE) encryption in hardware	Request Bank to remove this clause	RFP clause stands as-it-is.
72		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 8 - Security - 8.7	Switch should support DHCP Snooping	Request Bank to remove this clause	RFP clause stands as-it-is.
73		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 8 - Security - 8.9	Switch should support IP Source Guard to prevents a malicious hosts from spoofing or taking over another host's IP address by creating a binding table between the client's IP and MAC address, port, and VLAN	This is not required in TOR switch, please remove this clause	RFP clause stands as-it-is.
74		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 8 - Security - 8.13	Switch should support Spanning tree BPDU protection.	Please modify this clause to "Switch should support Spanning tree BPDU protection or Bridge Protocol Data Unit (BPDU) tunneling."	RFP clause stands as-it-is.
75		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 9 - Manageability - 9.2/9.3/9.4	Switch should provide remote login for administration using: a) Telnet b) SSHv2	Please modify this clause to "Switch should provide remote login for administration using telnet/ssh"	Revised Clause: "Switch should provide remote login for administration using SSHv2"

76		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 9 - Manageability - 9.10	Should have Open APIs to manage the switch through remote-procedure calls (JavaScript Object Notation [JSON] or XML) over HTTPS after secure authentication for management and automation purpose.	Please change to JSON or XML or REST API	Revised Clause: "Should have Open APIs to manage the switch through remote-procedure calls (JavaScript Object Notation [JSON] or XML or REST API) over HTTPS after secure authentication for management and automation purpose."
77		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 9 - Manageability - 9.11	The Switch Should support monitor events and take corrective action like a script when the monitored events occurs.	We request Bank to remove this clause	Revised Clause: " The Switch Should support monitoring of events and take corrective action through a script or equivalent mechanism when the monitored events occurs."
78		Sheet 4 - Annexure 4 Minimum Technical Specifications - TOR Switch- Section 9 - Manageability - 9.12	Should support hardware telemetry from ASIC-	Please change to the switch support Telemetry.	Revised clause: "Should support hardware telemetry preferably ASIC based, without degradation in performance including CPU and Memory"
79	16	2.1.2 Software licenses at DC and DRC/	Required VMWare license would be provided by Bank.	Please share the version detail of existing Vmware licenses including vSphere , vCenter and other if any	Clarification: "VMWare Version 6.7"
80	16	2.1.3 Installation and Configuration	Migration of Existing Virtual Machines / Physical Machines to new setup	Please share the detail of total no. of VM's and physical machine which has to be migrated.	Please refer the Response to Query No 2
81	16	2.1.3 Installation and Configuration	Creation of required Virtual Machines	We assume that bidder has to create new virtual machine as required by bank and application installation will be done by bank. Please clarify.	Clarification "Refer Response to query No 35. Application installation will be done by respective application provider, however required support for application installation is to be provided by the bidder."

82	17	Delivery, Installation and Maintenance	The bidder shall ensure compatibility of to-be supplied server hardware and software licenses with the hardware and software systems being used in Bank	Please share the details of existing SAN switches make & model being used by bank to check the compatibility with supplied hardware and software components.	Please refer the Response to Query No 11.
83	17	Delivery, Installation and Maintenance	The bidder shall conduct preventive maintenance at specified intervals as may be necessary from time to time to ensure that the equipment is in effective running condition so as to ensure trouble free functioning.	Please clarify the preventive maintenance frequency i.e quarterly, half yearly, yearly.	Preventive maintainance need to be carried out as per proposed system requirements, which should atleast halfyearly.
84		Disaster Recovery Plan		Please clarify the DC-DR replication strategy and licenses for the replication software will be provided by bank.	Clarification "DC - DR replication is not under the scope of bidder."
85		Infrastructure Services		Please clarify, rack, space, power, cooling, earthing etc. will be provided by bank.	Clarification: "Required number of Racks with redundant power strips need to be provided by the successful bidder. For specifications please refer to RFP "
86		Infrastructure Services		Please clarify any additional transceiver modules for existing network and SAN switches required to integrate with supplied hardware will be provided by bank.	Clarification: "Bidder has to supply the modules as per their proposed solution requirements. Additional modules are not required"
87	10	Project Scope	Integration, if any, with Bank's existing application platforms, server and storage environment, enterprise network etc	Need more clarity on- Integration, if any, with Bank's existing application platforms, server and storage environment, enterprise network etc. do we need to perform the integration of application platform ot it will be taken care by application provider	Please refer to Response query number 50

88	3	Annexure 3 – Eligibility Criteria Compliance	The bidder should be engaged in supplying and providing maintenance services for Server business in India in last 5 years and should have supplied and maintained servers in at-least one public sector banks/ scheduled commercial banks for x86 server series with virtualization during last 5 years.	would request to change the following clause :The bidder should be engaged in supplying and providing maintenance services for Server business in India for last 5 years and should have supplied and maintained servers in at-least one public sector banks/ scheduled commercial banks / PSU/ Government / Large Enterprise entity for server with virtualization during last 5 years.	RFP clause stands as-it-is.
89	3	Product Eligibility Criteria	Proposed x86 product series should be implemented in Data Centers of at least one public sector Bank/ Scheduled Commercial Bank during last 5 years.	Proposed x86 product series should be implemented in Data Centers of at least one public sector Bank/ Scheduled Commercial Bank/ PSU/Government / Enterprise entity during last 5 years.	RFP clause stands as-it-is.
90	11	1.4 Project Timelines		Please mention the detailed Scope of migration activity. Is it limited to Hypervisor level .The application migration will be carried by Banks selected Application OEM provided. Please clarify	Clarification: "Bidder has to carry out VM Migration"
91	14	2. Detailed Scope of Work	All necessary Racks, Power strips, Power cables, Network cables, Fiber cables and any other components required for successful implementation of the solution are to be supplied and commissioned by the successful bidder at no additional cost to the Bank	Do we need to provide Racks, Power strips, Power cables, Network cables, Fiber cables etc.or we can use the existing cables, strips.	Clarification "Bidder has to provide all the required Racks, Power strips, power cables, network cables and fibre cables for the successful implementation of the project. Refer RFP clauses:Detailed scope of Work- Page No 14 and Appendix 1 form B01- Bill of Material for the same."
92	1	appendix 1 Form B1– Bill of Material		Please share the current book value of the depreciated Hardware for buyback. Is it a mandate to buyback as a bidding process?	Clarification: "Buyback is mandatory. Refer RFP for more details. Specification of the buyback devices are already mentioned in the RFP- Appendix 1 Form B01– Bill of Material"

93	11	1.4 Project Timelines	Installation and implementation of server hardware and its related software, software licenses, hardware and software for at DC and DRC solution - Within 4 weeks of date of delivery acceptance	We requested Installation and implementation of server hardware and its related software, software licenses, hardware and software for at DC and DRC solution - from 4 weeks to 6 weeks of date of delivery acceptance	RFP clause stands as-it-is.
94	11	1.4 Project Timelines	Within 4 weeks of hardware installation acceptance by Bank	We requested change Migration services from 4 weeks to 6 weeks of hardware installation acceptance by Bank	RFP clause stands as-it-is.
95	14	scope of work	All necessary Racks, Power strips, Power cables, Network cables, Fiber cables and any other components required for successful implementation of the solution are to be supplied and commissioned by the successful bidder at no additional cost to the Bank	We requested remove rack from bidder scope	RFP clause stands as-it-is.
96	16	Installation and Configuration		Please Share the name and Version of Deployed Operating System on Physical and Virtual Machine.	Clarification: "Operating systems are Microsoft Windows and different flavours of Linux."
97	17	General Responsibility of the Bidder		Kindly Provide the Detail of Hardware and Software being used in Bank.	clarification: "If any such information is required for successful implementation, the same will be shared with the successful bidder."
98	19	SLA Compliance		Please suggest in case you already deployed Monitoring Software in Existing Environment or need to Propose monitoring Solution	Clarification: "Monitoring solution is not required to be proposed by the Bidder."
99		New Addition			All the Terms and Conditions of RFP will be part of SLA.

100	70	8.5- Obligation of the Bank	The Bank shall give Bidder and its personnel full access (physical and/or remote) to the Support Location, and the designated hardware & Equipment to enable Bidder to provide the Maintenance & Support Services.		Revised Clause: "The Bank shall give Bidder and its personnel physical access to the Support Location, and the designated hardware & Equipment to enable Bidder to provide the Maintenance & Support Services. Any mode of remote access will not be allowed from any Network outside Bank's Network."
101	62	6.3- Technical Evaluation	Marks provided by Bank to the bidder shall be final and binding on the bidder. No objection/ query / justification related to given marks from any bidder shall be entertained. Decision of Bank in this regard shall be final & binding. It is to be noted that Bank will disclose final marks only to the technically qualified		The clause "Marks provided by Bank to the bidder shall be final and binding on the bidder. No objection/ query / justification related to given marks from any bidder shall be entertained. Decision of Bank in this regard shall be final & binding. It is to be noted that Bank will disclose final marks only to the technically qualified bidders.- "Stands Deleted"
102	11	1.4: Project Timelines		Bank The parties with mutual consent, at its discretion, shall have the right to alter the delivery schedule and quantities and same will be communicated formally to the successful bidder during implementation.	RFP clause stands as-it-is.
103	14-15	2: Detailed Scope of Work : General		All necessary Racks, Power strips, Power cables, Network cables, Fiber cables and any other components required for successful implementation of the solution are to be supplied and commissioned by the successful bidder at no additional cost to the Bank. Bidder should ensure that proposed hardware and software components should not go end-of-life or end-of-support within 7 years of date of delivery of the hardware(s) and associated software(s) ; the same responsibility shall survive even after termination or expiry of the contract Bidder is required to provide resources, which may be required for successful completion of the entire assignment within the quoted cost to Bank.	RFP clause stands as it is
104	17-18			In case of damage of the property owned / leased by Bank during delivery and installation of any of the components, which is attributable to the bidder, the bidder has to <u>repair or</u> replace the damaged <u>portion of the</u> property at no cost to Bank	RFP clause stands as-it-is.
				System Availability/Uptime	
				<u>Please add:</u>	

105	18-23		<u>The time lost due to any of the following reasons shall be taken into account while calculating the availability/ uptime requirement: (a) Time lost due to environmental failures; (b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to Purchaser such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without Bidder's consent and/ or failure to maintain the site as required by the Bidder; (d) Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes; (e) Time taken for reconfiguration or other planned downtime situations; (f) Scheduled shutdowns as required by Purchaser (Bidder may also request Purchaser for a shutdown for maintenance purpose, which request will not be denied unreasonably by Purchaser); (g) Time taken for booting the system (h) Time lost due to entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third</u>	Clarification: "RFP clause stands as-it-is. However scheduled downtime are not considered as downtime."
			Bank expects the bidder to complete scope of the project including delivery and installation within the timeframe specified in this RFP. Inability of the bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be <u>0.5 ± %</u> of the value of the affected service or product per week of delay or non-compliance <u>upto max of 5%</u> of of the value of the affected service or product.	RFP clause stands as-it-is.
106	34	4.7 Bidder Indication of Authorization to Bid	Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the RFP <u>subject to the deviations submitted with the responses/bid proposal.</u>	RFP clause stands as-it-is.
			"Confidential Information" means any and all information that is or has been received by the successful Bidder ("Receiving Party") from the Bank ("Disclosing Party") and that:	Revised Clause:""Confidential Information" means any and all information that is or has been received by the Receiving Party from the Bank Disclosing Party and that: "
			It Relates to the Disclosing Party; and as designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or	RFP clause stands as-it-is.

107	35-37/42-45	4.12/5.8: Confidentiality		Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by the Bank <u>Disclosing Party</u> with the Bidder <u>Receiving Party</u> .	Revised Clause: "Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by the Disclosing Party with the Receiving Party. "
				Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects .	RFP clause stands as-it-is.
				The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:	RFP clause stands as-it-is.
				Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control; <u>The obligation under this clause will not apply where it is necessary to retain any Confidential Information or materials for the purpose as required by law or for internal auditing purposes or electronic data stored due to automatic archiving and back-up procedures.</u>	RFP clause stands as-it-is.
				The restrictions in the preceding clause shall not apply to: <u>Please add:</u> <u>Information disclosed with the consent of the disclosing party</u> <u>Information independently developed by the Receiving Party</u>	New Addition: "Information disclosed with the consent of the disclosing party Information independently developed by the Receiving Party"
				The confidentiality obligations shall survive <u>for a period of 2 years after the expiry or termination of the agreement between the SI and the Bank.</u>	RFP clause stands as-it-is.
108	37	4.13: Disclaimer		The short-listed Bidder should execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and <u>mutually agreed by the parties</u> (b) Non-disclosure Agreement <u>mutually agreed by the parties</u> . (this is part of the bid submission before getting shortlisted).	RFP clause stands as-it-is.
109	38	4.15: Bid Security		The bid security may be forfeited:	RFP clause stands as-it-is.
				In case of the successful Bidder, if the Bidder fails:	
				☒ To sign the <u>mutually agreed</u> Contract And	
				☒ To furnish performance security.	

110	38-39	5.1: Ownership, Grant and Delivery		The Bidder shall procure and provide a non-exclusive, non-transferable, perpetual license to the Bank for all the software to be provided as a part of this project.	RFP clause stands as-it-is.
				The Bank reserves the right to use the excess capacity of the hardware, licenses and other infrastructure supplied by the Bidder for any internal use of the Bank or its affiliates, subsidiaries or regional rural Bank at no additional cost other than the prices mentioned in the commercial bid. The Bidder agrees that they do not have any reservations on such use and will not have any claim whatsoever against such use of the hardware, licenses and infrastructure.	RFP clause stands as-it-is.
				Further, the Bidder also agrees that such use will not infringe or violate any license or other requirements as per applicable intellectual property right.	RFP clause stands as-it-is.
				In addition to the insurance policies taken by the Bidder with respect to the transportation of the equipment as set out above, the Bidder shall maintain adequate professional liability and an all risk Insurance for the aggregate of all deliverables and services to be rendered by virtue of Hardware Up gradation Project and shall provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid. The Bidder shall procure appropriate insurance policies of the limits acceptable to the Bank for damage to Banks premises, Banks property, data or loss of life, which may occur as a result of or in the course of performing the Bidder's obligations under the RFP. The Bidder also warrants and represents that it shall keep all their respective directors, partners, advisers, agents, representatives and or employees adequately insured in respect of business travel in India and further agrees to provide to the Bank on request copies of such policy of insurance and evidence that t consistent with its status	RFP clause stands as-it-is.

111	39-40	5.2: Insurance	The Bidder shall furnish to the Bank prior to the commencement of the supply of server virtualization equipment, copies of the certificates of insurance as stipulated as set out herein certifying that the policies of insurance, endorsed as required, are in full force and effect (together with any required waivers of subrogation). The Bidder shall ensure that the policies contain provision that the Bank will be given thirty (30) days' prior written notice by the insurers in the event of either cancellation or material change in coverage; and that the Bank shall be given thirty (30) days' notice prior to termination of the insurance for failure to renew or pay premium. The Insurance procured by the Bidder shall be primary to any other insurance available to the Bank, its assigns, officers, directors, agents and employees. The Bidder's obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the Bidder's other obligations, and the Bidder's liability to the Bank shall not be limited to the amount of coverage. It is usual for Bidders to have name of their customers endorsed as additional insured / beneficiary and provide a copy of the policy to the customers. The Bank should be added as a "Beneficiary or additional insured" and appropriate certification should be provided by the Bidder's insurer certifying compliance with the provisions of this clause The equipment (hardware, software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming Central Bank of India as the beneficiary, for an amount Equal to 100% of the invoiced value of the goods on "all risks" basis. The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises. The Bank reserves its right to cancel the order in the event of one or more of the following situations:	RFP clause stands as-it-is.
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112	40	5.3: Order Cancellation	<u>Repeated and Substantial Delays</u> in delivery beyond the specified period for delivery <u>provided the delay is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.</u> o . o Serious discrepancy noticed in the deliverables by the selected bidder/QSA. In addition to the cancellation of purchase order, Central Bank of India reserves the right to appropriate the damages by foreclosing the Bank guarantee given by the supplier against the advance payment.	
			Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the <u>willful</u> acts of the Bidder's employees or representatives. The Bidder shall further indemnify the Bank a entire liability of the Bidder and the <u>exclusive remedy of the Bank</u> in matters related to infringement of third party intellectual property rights. and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Successful Bidder to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Successful Bidder shall have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank's failure to use corrections, fixes, or enhancements made available and implemented by the Successful Bidder , despite notice of such failure by the Successful Bidder in writing, (ii) any change, not made by or on behalf of the Successful Bidder , to some or all of t	RFP clause stands as-it-is.

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5.4: Indemnity

~~Bidder shall be responsible for any loss of data, loss of life, etc., due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.~~

Bidder should take full responsibility for its and its employee's actions. Further, since the Bank's data could be integrated/used under Bidder provided, the Bidder should be responsible for loss/compromise or damage to Bank's data.

The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.

The Bidder's should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

☒ Non-compliance of the Bidder with Laws / Governmental Requirements

☒ third party IP infringement

☒ ~~Negligence and~~ willful misconduct of the Bidder, its employees, and agents

~~Breach of any terms of RFP, Representation or Warranty~~

~~Act or omission in performance of service.~~

~~Bidder shall have no obligations with respect to any Infringement Claims to the extent that the Infringement Claim arises or results from: (i) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Bidder did not inform Bank of the same); (ii) inclusion in a Deliverable of any content or other materials provided by Bank and the infringement relates to or arises from such Bank materials or provided material; (iii) modification of a Deliverable after delivery by Bidder to Bank if such modification was not made by or on behalf of the Bidder; (iv) operation or use of some or all of the Deliverable in combination with products, information, specification, instructions, data, materials not provided by Bidder; or (v) use of the Deliverables for any purposes for which the same have not been designed or developed or other than in accordance with any applicable specifications or documents; entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights. and bear the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in t~~

			<u>In the event that Bank is enjoined or otherwise prohibited, or is reasonably likely to be enjoined or otherwise prohibited, from using any Deliverable as a result of or in connection with any claim for which Bidder is required to indemnify Bank under this section according to a final decision of the courts or in the view of Bidder, Bidder, may at its own expense and option: (i) procure for Bank the right to continue using such Deliverable; (ii) modify the Deliverable so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Deliverable with work product that is equal in capacity and performance but is non-infringing; or (iv) If such measures do not achieve the desired result and if the infringement is established by a final decision of the courts or a judicial or extrajudicial settlement, the Bidder shall refund the Bank the fees effectively paid for that Deliverable by the Bank subject to depreciation for the period of Use, on a straight line depreciation ov entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights. and bear the incremental costs of procuring a functional</u> <u>The Bank warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Bidder harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their right</u> Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities. The Bidder shall not indemnify the Bank for <u>Any loss of profits, revenue, contracts, or anticipated savings or</u> Any consequential or indirect loss or damage however caused, provided that the claims against customers and users of the Bank would be considered as a "direct" claim	
114	41	5.5: Publicity	Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. <u>Bank shall also not carry any publicity in which the name of the Bidder is to be used or disclose the information of any nature related to this project to any third party without taking prior written permission from the Bidder.</u>	RFP clause stands as-it-is.

115	42	5.7: Information Ownership	All information processed, stored, or transmitted by <u>the Bank to the successful Bidder equipment</u> belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the <u>Bank's</u> information or rights to redistribute the <u>Bank's</u> information <u>provided however such rights shall be granted without the need for approval to the extent required for the Bidder to perform its services</u>. The Bidder understands that civil, eriminal, or administrative penalties may apply for failure to protect information appropriately <u>which is proved to have caused due to reasons solely attributable to bidder</u>. Any information considered sensitive by the bank must be <u>notified to the Bidder as being sensitive and be</u> protected by the successful Bidder <u>in the agreed manner</u> from unauthorized disclosure, modification or access. The bank's decision will be final if any unauthorized disclosure have encountered. Types of sensitive information that will be found on Bank system's which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc. The successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Bank location. The Bidder will have to also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards, designed, developed, or implemented by the Bidder or existing at any Bank location. <u>The obligations set forth in this clause shall not apply to the following information:</u> <u>(i) already known to the Vendor free of any restriction at the time it is obtained from the Bank, (ii) subsequently learned from an independent third party free of any restriction and without breach of this provision; (iii) is or becomes publicly available through no wrongful act of the Vendor or any third party; (iv) is independently developed by the Vendor without reference to or use of any Confidential Information of the Bank; or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. .</u>	RFP clause stands as-it-is.
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116	45	5.9: Successful Bidder's Liability	The Successful Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall <u>not exceed the total amount paid to Bidder by the Bank in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose)</u> be at actuals and limited to the value of the contract. The Successful Bidder's liability in case of claims against the Bank resulting from <u>willful misconduct or gross negligence</u> of the Successful Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights <u>or breach of confidentiality obligations</u> shall be unlimited. The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder as part of this RFP. In no event shall either party be liable for any indirect, <u>and incidental, special, exemplary or consequential damages, claims, or liabilities, charges, costs, expenses or injuries, including, without limitation loss of use, revenue, business, profits, data, goodwill, reputation</u> under or in connection with or arising out of this tender or subsequent agreement or the hardware or the software delivered hereunder, howsoever such liability may arise <u>even if such party has been advised of the possibility of such damages</u>, provided that the claims against customers and users of the Bank would be considered as a direct claim. <u>Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Bank or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Bank. Such failures or delays shall be brought to the notice of the Bank and subject to mutual agreement with the Bank, then Bidder shall take such actions a entire liability of the Bidder and the exclusive remedy of the Bank in matters related to infringement of third party intellectual property rights. and bear the incremental costs of procuring a functionally equivalent equipment from a third party, pr</u> The Bidder should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is available for scrutiny by the Bank.	RFP clause stands as-it-is. RFP clause stands as-it-is.
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117	46	5.11: Force Majeure	For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include <u>but are not restricted to</u>, Acts of God or of public enemy, acts of Government of India in their sovereign capacity <u>strikes, political disruptions, bandhs, fire, riots, civil commotions, epidemics, pandemics, quarantine restrictions</u> and acts of war. In such a case, the time for performance shall be extended by a period (s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the Bidder shall hold consultations in an endeavor to find a solution to the problem. <u>If the parties failed to arrive at any solution, then either party may at any time thereafter while such performance continues to be excused, terminate this Agreement without liability, by notice in writing to the other party. However Bidder shall be entitled to receive payments for all services rendered by it under this Agreement. Notwithstanding the above the decision of the Bank regarding whether an event is a force majeure event shall be final and binding on the Bidder.</u> The bidder shall not claim any additional amount towards performing of the services, due to the delayed period caused due to force majeure.	RFP clause stands as-it-is.
			This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. <u>Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.</u> Notwithstanding the existence of the a dispute and/or commencement of arbitration proceedings, bidder will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it ; <u>provided that all products and services are serving satisfactorily as per satisfaction of the Bank.</u>	RFP clause stands as-it-is.

118	46-47	5.12: Resolution of Disputes and Remedies		The bidder acknowledges that if bidder fails to comply with any of its obligations hereunder, if Bank suffers any or all immediate, irreparable harm for which monetary damages may not be adequate. The bidder/bank agrees that, in addition to all other remedies provided at law or in equity, the Bank/bidder shall be entitled to injunctive relief, restraining order, right of recovery, specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the <u>other party</u> vendor from committing any violation or enforce the performance of the covenants, obligations and representation contained in this RFP and subsequent Agreement(including Purchase Order/s). These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank party may have <u>under the agreed terms of the contract, at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.</u>	
119	47-48	5.13: Exit Option and Contract Re-Negotiation		The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions: ☒ Failure of the successful Bidder to accept the contract and furnish the Performance Guarantee within 30 days of receipt of purchase contract; ☒ <u>Repeated and Substantial</u> Delay in delivery beyond the specified period, <u>provided the delay is due to the reasons solely and directly attributable to the Supplier and not due to bank or its vendors/customers and Force Majeure conditions;</u>. ☒ Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank. Inability of the Bidder to remedy the situation within 60 days from the date of pointing out the defects by the Bank. (60 days will be construed as the notice period) ☒ In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder <u>only to the extent of damages actually incurred and proved .</u> ☒ <u>The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favorable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.</u> ☒ Notwithstanding the existence of a dispute and/ or the commencement of arbitration proceedings, the successful Bidder should continue to provide services to the Bank as per the contract <u>and the Bank will continue to pay for all products and services that are accepted by it.</u>	RFP clause stands as-it-is.
120	48-49	5.15: Corrupt and Fraudulent Practices		The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract	RFP clause stands as-it-is.

121	49/54	5.17/5.21.2: Violation of Terms		The Bank clarifies that the <u>The Bank parties</u> shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder <u>other party</u> from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank party <u>may have under the agreed terms of the contract.</u> at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.	RFP clause stands as-it-is.
				The Bank shall be entitled to terminate the agreement with the Bidder at any time by giving ninety (90) days prior written notice to the Bidder. <u>In case of termination of contract by Bank without assigning any reason, Bank shall pay the following amounts to the Bidder:</u> <u>a) The Contract Price, properly attributable to the parts of the system/project executed by the Bidder as of the date of termination including also the work in progress, up to the date of termination. The term "work in progress" shall include but not limited to the value of deliverables/Product meant for delivery to the Bank (i) for which service delivery process was initiated by the Bidder or its vendor prior to the date of notice of termination of Contract; or (ii) order was placed by the Bidder on its vendors, prior to the date of notice of termination.</u> <u>b) The cost of satisfying all other obligations, commitments and claims that the Bidder may in good faith have undertaken with third parties in connection with the contract.</u> <u>c) The cost of all the material, hardware, equipment's, and manpower etc. purchased and/or employed by the Bidder for performing its obligations under the Contract.</u> <u>d) The cost of removing all Bidder's Equipment from the site, repatriate the Bidder's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind.</u> <u>e) The cost of meeting any other obligations towards AI due to such termination.</u> <u>☐ The Bank shall be entitled to terminate the agreement at any time by giving prior written notice if:</u> <u>☐ The Bidder breaches its material obligations under the RFP or the subsequent agreement and if the material breach is not correct within 15 60 days from the date of notice.</u> <u>☐ The Bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.</u>	RFP clause stands as-it-is.

122	49-50	5.18: Termination
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5.18.1 Termination for default The Bidder shall have right to terminate only in the event of winding up of the Bank. <u>The Selected Bidder shall also have a right to terminate this contract by giving 30 days written notice to the Bank for breach of any terms and conditions hereof by Bank provided the breach is not cured by Bank within such notice period.</u> Bank may, without prejudice to any other remedy for breach of agreement, by written notice of default sent to the successful Bidder, terminate the agreement in whole or in part: ☒ If the successful Bidder fails to deliver any or all of the Goods and Services within the time period(s) specified in the agreement, or within any extension thereof granted by Bank, <u>provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure or</u> ☒ If the successful Bidder fails to perform any other <u>material</u> obligation(s) under the agreement, <u>provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.</u> ☒ If the successful Bidder, in the judgment of Bank is engaged in corrupt or fraudulent practices in competing or for executing the agreement. <u>Prior to providing a written notice of termination to the Selected Bidder, Bank shall provide the selected bidder with a written notice of 60 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.</u> In the event Bank terminates the agreement in whole or in part, Bank may procure, upon such terms and in such manner, as it deems appropriate, Goods and services similar to those undelivered and the selected successful Bidder shall be liable to Bank for any excess costs for such similar Goods and/or Services <u>provided the excess costs does not exceeds 5% of the value of undelivered goods or services therein.</u> However, the selected successful Bidder shall continue performance of the agreement to the extent not terminated. The notice period will be minimum 2 (Two) months. In case the contract is terminated then all undisputed payment will be given to vendor, but disputed payment shall <u>be released to the bidder within 15 days of resolution of such dispute regarding the disputed payment.</u> be adjusted by way of penalty from invoices or Performance Bank Guarantee. 5.18.2 Termination for Insolvency

			If the Bidder <u>either party</u> becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder <u>either party</u> is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder <u>either party</u> takes or suffers any other analogous action in consequence of debt; then the Bank <u>other party</u> plans to, at any time, terminate the contract by giving written notice to the Bidder. If the contract is terminated by the Bank <u>any party</u> in terms of this Clause, <u>Bank shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder.</u> termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner. the incremental costs of procuring a functionally <u>equivalent equipment from a third party,</u> provided the option under the sub c	
123	51	5.18.3: Effects of Termination	The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by the Bank <u>both parties mutually agree</u>, continue to provide warranty/AMC services to the Bank at no less favorable terms than those contained in this RFP <u>mutually decided terms and conditions</u>. In case the Bank wants to continue with the Bidder's services after the completion of this contract then the Bidder shall offer the same or better terms to the Bank. Unless mutually agreed, the rates shall remain firm.- The Bank shall make such prorated payment for services rendered by the Bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.-	RFP clause stands as-it-is.
124	52-53	5.20 Other General Conditions	The Bidder shall also indemnify Bank against all third party claims of Intellectual Property Rights infringement such as Patent, Trademark, Copy Right or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad · The successful Bidder and Bank should execute: Service Level Agreement: This would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank <u>mutually agreed by the Parties.</u>	RFP clause stands as-it-is.

125	55	5.23: Liquidated Damages		If the Bidder fails to perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to <u>0.51%</u> of the order value of the Device, Software <u>delayed deliverables</u> per week or part thereof until actual delivery or performance, (3 days will be treated as a week); and the maximum deduction is 105 % of the <u>delayed deliverables</u> contract price. Once the maximum is reached, the Bank may consider termination of the contract and other penal measure will be taken like forfeiture of EMD, Foreclosure of BG etc. <u>The overall penalty and LD shall not exceed 10% of contract value.</u>	RFP clause stands as-it-is.
126	55	5.24: Non Compliance		Bank reserves its right to take any appropriate action against the bidder <u>as per the terms of the agreement</u> in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated in this RFP / Agreement.	RFP clause stands as-it-is.
127	55-56	5.25 Performance Bank Guarantee		The successful Bidder should provide a performance Bank guarantee for the contract period and additional 3 months for an amount equivalent to 3% of the total order value from a Nationalized / PSU Bank/Scheduled commercial Bank in the format specified by the Bank within 30 days from the date of purchase order. In the event of non-performance of obligation or failure to meet the terms / requirements of the RFP, Bank shall be entitled to invoke the performance Bank guarantee without notice or right of demur to the successful Bidder <u>provided the failure or non-performance is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to Bank and/or its other vendors or due to reasons of Force Majeure.</u> Bank reserves its right to invoke the Performance Bank Guarantee within one year from the date of expiry of bank guarantee periodbesides cancellation of the entire Purchase Order in the event of breach and/or nonobservance of any of the terms of performance Bank guarantee	RFP clause stands as-it-is.

128	56	5.27 Cancellation of Order	The Bank reserves its right to cancel the Purchase Order at any time i.e. in the event of substantial delay in project beyond the specified period or noncompliance of the RFP terms or nonfulfillment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory as per the agreed scope etc. In addition to the cancellation of Purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the successful Bidder to recover the damages.	RFP clause stands as-it-is.
129	56-57	5.29: Patent Rights/ Intellectual Property Rights	The Successful Bidder shall ensure that the equipment (including hardware and software) does not infringe third party intellectual property rights. If a third party's claim endangers or disrupts the Bank's use of the software, the Successful Bidder shall be required to, at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the equipment in accordance with the terms of this Agreement and the license agreement; or (ii) modify the equipment without affecting the functionality in any manner so as to avoid the infringement; or (iii) replace the equipment with a compatible, functionally equivalent and non-infringing product; or (iv) refund to the Bank the amount paid for the infringing software <u>subject to depreciation for the period of Use, on a straight line depreciation over a 5 year period basis. The foregoing provides for the consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.</u> the incremental costs of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Successful Bidder to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Successful Bidder shall have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank's failure to use corrections, fixes, or enhancements made available and implemented by the Successful Bidder , despite notice of such failure by the Successful Bidder in writing, (ii) any change, not made by or on behalf of the Successful Bidder , to some or all of the software/deliverables supplied by the Successful Bidder or modification thereof; or (iii) the Bank's continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the Successful Bidder of such misuse in writing (iv) <u>Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to result in an Infringement Claim</u>	RFP clause stands as-it-is.

				The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Successful Bidder as part of this Agreement	
130		5.30 Audit/ Review/Monitoring/ Visitation		Bank shall undertake a periodic review of service provider outsourced process to identify new outsourcing risks as they arise. The Bidder shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the Bidder outsourced to third party, there must be proper Agreement with concerned third party. The Bank shall have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations.	RFP clause stands as-it-is.
				Banks shall at least on an annual basis, review the financial and operational condition of the Bidder. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the Bidder. Such assessment and reports on the Bidder may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.	RFP clause stands as-it-is.
				<u>Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Bidder which shall not be less than 10 days. The cost of such audit shall be borne by the Bank. The Bank shall not have access to the proprietary data of, or relating to, any other customer of Bidder, or a third party or Bidder's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Bidder's ability to perform the services in accordance with the service levels, unless the Bank relieves Bidder from meeting the applicable service levels. The audit shall not be performed by any competitor of the Bidder.</u>	
131	57-58	5.30.1: Monitoring		The Bidder must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Bidder.	RFP clause stands as-it-is.
				The Bank shall be entitled to, either by itself or its authorized representative, visit	RFP clause stands as-it-is.

132	58	5.30.2: Visitations		any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Vendor shall cooperate with the authorized representative(s) of the Bank and shall provide all information/documents\required by the Bank.	
133	58-59	5.31 : Independent Contractor		The Bidder shall hold the Bank and it's RRBs, their successors, assignees and administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of Bidder, its employees, agents, contractors, sub-contractors etc. However, the Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage. The Bidder shall solely be responsible for all payments (including any statutory payments) to it's employees and / or sub-contractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.	RFP clause stands as-it-is.
134	59	5.32 : Amendments		Other than the rights of the Bank specified in this Agreement, a No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the Parties.	Revised Clause: "No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the Parties."
135	60	5.36: Change Control Process		Any deviations or changes/amendment in the workflow of Services required by BANK may always be agreed between the parties, which shall be notified in writing BANK to BIDDER as change control process. Any other customization suggested by the Bank in the application or due to Regulatory requirement will be provided by Bidder without at any additional charges to the Bank inter-alia provide any or all statutory/Regulatory report to the Bank free of Cost <u>at an additional cost. In all changes managed through change control process an equitable adjustment shall be made in the Contract Price and delivery schedule and contract shall accordingly be amended.</u>	RFP clause stands as-it-is.
136	63	6.5: Reverse Auction		In the event bidder has not quoted or has omitted any mandatory product or service required for the solution (<u>as per the technical specifications specified in the RFP</u>) it shall be deemed that the bidder shall provide the product or service at no additional cost to Bank.	RFP clause stands as-it-is.

137	63-64	6.6: Commercial Bid Evaluation Considerations	The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder. <u>However, in case of increase in minimum wages, the Bank shall make suitable adjustments in contract price.</u>	RFP clause stands as-it-is.
			The bidder must accept the payment terms proposed by Bank. Any deviation from the proposed payment terms would not be accepted. Bank shall have the right to withhold any payment due to the bidder <u>(except for payment for which services have already been delivered by the bidder to Bank)</u>, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of Bank. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid/ reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by Bank or any new tax introduced by the government will also be paid by Bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. Bank will not pay any out of pocket expense. The selected bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by Bank including incidental services and commissioning. Payment of Octroi, entry-tax, etc., alone, if applicable, will be made at actuals, on prod consistent with its status as an independent contrac 7.5 AMC & Other Warranty Costs Bidder shall provide the comprehensive onsite maintenance (Warranty & AMC) for a period of seven years from the date of installation acceptance by Bank.	RFP clause stands as-it-is.

138	65-67	7: Payment Terms	<u>The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the Bank. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables on incompatible hardware not recommended by Bidder; (ii) any change, not made by Bidder, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the Bank without the written permission of Bidder; or (iv) defects in components or materials provided to Bidder by Bank in connection with the preparation of the delivera ent</u> <u>In case of breach of this warranty, Bank's exclusive remedy will be to obtain (1) the re-performance of the service or the correction or replacement of any service deliverable that provides substantially similar functionality or (2) if both parties mutually determines that such remedies are not practicable, a refund of the fees allocable to that part of the deliverable will be due to the Bank if already paid by the Bank.</u> <u>EXCEPT AS SET FORTH IN THIS AGREEMENT, BIDDER MAKES NO WARRANTIES TO BANK, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY THE BIDDER.</u> <u>If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, Bidder shall replace the unit of component with another of the same performance and quality or higher, at no cost to Bank</u> <u>Further provided that Bank may, during the contract, shift the goods wholly or in part to other location(s) within the Country and in such case the bidder undertakes to continue to warrant or maintain the goods at the new location without any other additional cost to Bank</u>
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139	New Addition	Execution Infrastructure		Bank will provide necessary and adequate infrastructure to enable the vendor to fulfill its commitment for the assignment. This will be applicable for each Vendor associated with the project and will be arranged for and provided at no cost to Vendor. The infrastructure will include: i. Office space; ii. Hardware and software; iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs; iv. Office stationery and consumable; v. Secretarial assistance, if necessary at site; vi. Telephone, e-mail and fax facilities at site; vii. Photocopying assistance; viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided). The above-mentioned infrastructure will be required for work to be carried out at the site of Bank during regular working hours. Bank shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.	No Change
140	New Addition	Travel and Related Expenses		Should the assignment require any travel by any Bidder expert outside their respective base location(s), the Bank will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.	No Change
141	New Addition	Cost Escalation		Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the BIDDER, non-availability of facilities at the BIDDER, increase in the scope of the agreed Change-Requirements or increase in the BIDDER's Implementation support requirements etc., Bidder will bring this to the attention of the BIDDER. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.	No Change
142	New Addition			Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.	No Change

143	New Addition			Bank will, during the period of the coverage of this assignment, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of the Bank by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages. Bidder 's Proprietary Software and Pre-Existing IP:- Bank acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Bidder 's proprietary software or tools. If Supplier and Bank mutually agree that the Bidder provides to Bank any proprietary software or tools of Bidder or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Bidder or of a third party. Further, Bank acknowledges that in performing Services under this Agreement Bidder may use Bidder 's proprietary materials including without limitation any software (or any part oke arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required. ts of procuring a functionally equivalent equipment from a third party, provided the option under the sub clause (iv) shall be exercised by the Bank in the event of the failure of the Successful Bidder to provide effective remedy under options (i) to (iii) within a reasonable period which would not affect the normal functioning of the Bank. The Successful Bidder shall have no liability for any claim of infringement based on (i) a claim which continues because of Bank's failure to use a modified or replaced software that is at least functionally equivalent to the software, or the Bank's failure to use corrections, fixes, or enhancements made available and implemented by the Successful Bidder , despite notice of such failure by the Successful Bidder in writing, (ii) any change, not made by or on behalf of the Successful Bidder , to some or all of the software/deliverables supplied by the Successful Bidder or modification thereof; or (iii) theBank's continued misuse of some or all of the software/deliverables or any modification thereof despite notice from the Successful Bidder of such misuse in writing (iv) Bidder's compliance with Bank's specific technical designs or instructions (except where Bidder knew or should have known that such compliance was likely to	No Change
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		General Indemnity	Residuary Rights. Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity the Supplier shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Supplier (including without limitation any affiliate, competitor or potential competitor of the Bank. Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party	
144	New Addition	Acceptance of Deliverables	BANK will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal. The application software (if any) will be delivered/installed for acceptance to BANK as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of BANK. BANK will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by BANK. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by BANK, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. BANK will confirm acceptance in writing to Bidder. The BANK shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by BANK if the BANK (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production environment (other than as part of agreed review and acceptance testing procedure, such as UAT). Reworking of defects shall be at the cost of Bidder provided the defects are for reasons solely and entirely attributable to the Bidder, in all other cases it shall be to the account of the BANK. Items reported as defects that are not deviations from the immediate previous accepted baseline will be reported again through	No Change

145	New Addition	Entire Understanding		This Agreement together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supersedes and cancels all previous negotiations thereof. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.	No Change
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