

**Pre-bid Query responses**

Tender Ref. No.: PMO:RFP:4/2018-19

Sr. No.	Section & Clause Ref. No./Appendix No./ Annexure No.	Page No.	RFP Text	Query	Response to Query
1	6.8	Page 16	The bidder can propose OEM based hardware dependent licenses for the Operating system	Request the bank to kindly change this to Microsoft Volume licensing	Bidders are required to comply with RFP terms.
2	6.8.1	Page 17	The Bank when placing the orders, will procure based on the deployment of architecture at the time of implementation and required quantities at the time of PO issuance and acceptance will be specified to the bidder	We request the bank to please firm up the quantity before the technical and financial bid process.	Bank will be purchasing all the quantities of the licenses as specified in the RFP as part of the purchase order to be issued to the selected bidder.
3	6.8 & 6.8.1	Page 17	The bidders have to note that while the bidder is required to quote for three year software assurance, the Bank will pay for software assurance on an annual basis	The 6.8 section says that bidder has to quote with 3 year software assurance on annual basis and in 6.8.1 the table says license without Software assurance. We request bank to kindly clarify on this contradicting statements.	Bidders are requested to go through the RFP in detail for the clarifications. Few licenses are being purchased with Software assurance and few are being purchased without software assurance. The bidders have to provide a quote accordingly.
4	6.8	Page 17	The bidders have to note that while the bidder is required to quote for three year software assurance, the Bank will pay for software assurance on an annual basis	Server Cloud enrollment can only be availed via Microsoft Licensing specialist partner directly with customer. Other programs like open can be availed by any Microsoft reseller, which offers 2 year of software assurance with upfront payment. We would request bank to kindly consider the open program with 2 years of software assurance. This will allow maximum participation.	Bidders are required to comply with RFP terms.
5	6.8.1 and 6.8.3	Page 17 & Page 18	Microsoft operating system with Datacenter edition, total license required 88 packs and talks about Microsoft Windows Server Operating System for CTS Outward application- Total Licenses required 20 license packs	Please note that Microsoft offers pack of 2 core and pack of 16 core. Request the bank to clarify on the same. Also we request the bank to share the core and processor count per server in order to derive quantity of Windows Server license.	Bidders are requested to go through the RFP in detail and quote the quantities as specified in the RFP.
6	9.4.2	Page 27	The price should be uniform for the contract period of five years (3 years warranty plus two years AMC/ATS).	Open program does not have a provision to offer uniform price. Every new purchase will be consider based on the price list of prevailing month. Request the bank to kindly amend this clause accordingly.	The price should be uniform for the contract period of five years (3 years warranty/ Software Assurance plus two years AMC/ATS). Read this along with BoM for more clarity.
7	9.4.4	Page 27	Beyond the quantities mentioned in the RFP Appendix 1 – Bill of materials, the Bank reserves the right to procure the hardware and software, at the same unit rates, quoted in the Appendix 1 – Bill of materials during the contract period.	Open program does not have a provision to offer uniform price. Every new purchase will be consider based on the price list of prevailing month. Request the bank to kindly amend this clause accordingly.	Bidders are required to comply with RFP terms.
8	Eligibility Criteria, Sl. No. 2 in Table	Page 60	The Bidder should have a minimum turnover of Rs. 50 (Fifty) Crores per annum from IT sales in each of the last three financial years In India. I.e. 2015-16, 2016-17, 2017-18	We request the bank to kindly change the clause as below:  The Bidder should have average annual turnover of Rs. 50 (Fifty) Crores from IT sales during the last three financial years in India. I.e. 2015-16, 2016-17, 2017-18	Bidders are required to refer to Addendum 1 for further details and comply to the same.
9	Eligibility Criteria, Sl. No. 8 in Table	Page 61	The Bidder should have, in last 3 years, supplied similar hardware solution in any Public/Private Sector Bank for the purpose of hosting business and technology applications.	We request the bank to kindly change the clause as below:  The Bidder should have, in last 3 years, supplied similar hardware solution in any Public/Private Sector Bank/Govt. Organizations for the purpose of hosting business and technology applications.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
10	11. Payment terms 11.4.1.1 Hardware Costs (DC and DRC) for all hardware as part of the	48	70% of the delivered hardware cost would be payable on delivery of all hardware on production of relevant documents and verification of bill of materials by the Bank and signoff from the Bank	Requested to modify the clause as "80% of the delivered hardware cost would be payable on delivery of all hardware on production of relevant documents and verification of bill of materials by the Bank and signoff from the Bank"	Bidders are required to refer to Addendum 1 for further details and comply to the same.
11	11. Payment terms 11.4.1.2 Hardware Costs (DC and DRC) for	48	15% of the delivered hardware cost would be payable on completion of the six months period post completion of activities	Requested to modify the clause as "10% of the delivered hardware cost would be payable on completion of the six months period post completion of activities	Bidders are required to refer to Addendum 1 for further details and comply to the same.

12	11. Payment terms 11.4.1.3 Hardware Costs (DC and DRC) for all hardware as part of the Solution	48	5% of the delivered hardware cost would be payable on completion of the hard disk degaussing activity and the completion of the buyback activity	Requested to modify the clause as "5% of the delivered hardware cost would be payable on completion of the hard disk degaussing activity and the completion of the buyback activity "	Bidders are required to refer to Addendum 1 for further details and comply to the same.
13	11. Payment terms 11.4.1.5 Hardware Costs (DC and DRC) for all hardware as part of the Solution	48	10% of the total hardware cost shall be paid after the completion of warranty period of three years and on submission of Performance Bank Guarantee for the AMC period including Bank signoff	Requested to modify the clause as "5% of the total hardware cost shall be paid after the completion of warranty period of three years and on submission of Performance Bank Guarantee for the AMC period including Bank signoff"	Bidders are required to refer to Addendum 1 for further details and comply to the same.
14	11. Payment terms 11.4.4 Virtualization software	48	50% of cost for the virtualization software would be payable on delivery of the software and successful installation at the DC and DRC including Bank signoff	70% of cost for the virtualization software would be payable on delivery of the software at the DC and DRC including Bank signoff	Bidders are required to refer to Addendum 1 for further details and comply to the same.
15	11. Payment terms 11.4.4 Virtualization software	48	30% of the cost of the virtualization software would be payable upon completion of 6 months from the date of successful installation of the Bidder at the Bank and creation of requisites VMs as desired by the Bank including Bank signoff.	20% of the cost of installation of virtualization software would be payable after successful installation of the Bidder at the Bank and creation of requisites VMs as desired by the Bank including Bank signoff.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
16	11. Payment terms 11.4.4 Virtualization software	48	20% of the cost for virtualization software would be payable on completion of 12 months from the date of successful installation of by the Bidder at the Bank including Bank signoff	10% of the cost for virtualization software would be payable on completion of 12 months from the date of successful installation of by the Bidder at the Bank including Bank signoff	Bidders are required to refer to Addendum 1 for further details and comply to the same.
17	11. Payment terms 11.3	47	AMC would be paid in quarterly arrears and ATS would be paid yearly in advance	AMC would be paid in quarterly advance and ATS would be paid yearly in advance	Bidders are required to comply with RFP terms.
18	5 Detailed scope of work for the Bidder	8	9. Configuration of DC and DRC replication	Please let us know the numbers and brief about the applications for replication.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
19	6.11 Backup software	20	Backup software	Are we looking for Tape backup only ?	Bidders are required to comply with RFP terms.
20	5 Detailed scope of work for the Bidder	8	VM creation for business applications	Request you to share the total VM qty.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
21	Installation of OS, DB	8	The bidder has to provide necessary expertise including OEM experts for installation of the Operating System and Databases	Request you to clarify, Do bidder needs to propose the OEM professional services for installation of the OS & Database?	Bidders are required to comply with RFP terms.
22	Na	Na	NA	Request you to share the Rpo and Rto requirement for replication between DC and DR.	The bidders have to work with a maximum time as follows and configure the replication accordingly RPO - 5 Min RTO - 10 Min
23	Eligibility Criteria/OEM Experience/Point No 3/Annexure 01	61	Blade server OEM must be listed in the Leaders Quadrant of the latest available Gartner Magic Quadrant for Modular Servers.	Pls change Qualification criteria from Leaders Quadrants to Leader/Challenger Quadrants	Bidders are required to comply with RFP terms.
24	Blade chassis technical specifications		The management software should manage at least 10 chassis under a single domain	Kindly change the chassis management to 4 chassis as we see only 2 chassis in the requirement	Bidders are required to comply with RFP terms.
25	Blade chassis technical specifications		Supports multiple level of authentication methods including TACACS, LDAP and RADIUS	Kindly remove TACACS and RADIUS	Bidders are required to comply with RFP terms.
26	Blade chassis technical specifications		The management software should provide all the required API's for integrating with management/automation services like Chef, Puppet and Ansible	Kindly Remove this point	Bidders are required to comply with RFP terms.
27	Blade chassis technical specifications		All chassis should be managed via a single management module. The management module should be	every chassis would have its own management module with redundancy, management module of each chassis needs to be stacked to another chassis and then can achieve single management interface	Bidders are required to comply with RFP terms.
28	Blade chassis technical specifications		Automated call home capability in the event of critical server failure or threshold that are crossed which could impact server performance or customer SLA	Kindly Remove this point	Bidders are required to comply with RFP terms.

29	Annexure 02 A. Blade Chassis	Pt 5	The blade chassis must support Blades with the CPU types Intel Skylake (Scalable architecture), v4 and v3.	V4 and v3 processor families are end of life. Please modify the query to support future generations (at least two) of processors on the same Chassis	Bidders are required to refer to Addendum 1 for further details and comply to the same.
30	Annexure 02 A. Blade Chassis	Pt 7	The chassis should be able to host the latest server offered by the OEM and two generations prior without any change in management or without adding additional chassis.	Previous generations of servers are already end of life. Please modify the query to support future generations (at least two) of servers on the same Chassis	Bidders are required to refer to Addendum 1 for further details and comply to the same.
31	Annexure 02 D. Chassis connectivity	Pt 5	The Blade solution should provide minimum of 4 Unified Uplinks per redundant Internal/External Switch module to connect to LAN & SAN network.	Unified uplink architecture is specific to a vendor which requires external switch to split unified link to LAN/SAN. Request to modify as " Minimum 4 Uplinks per redundant Internal/External Switch module to connect to LAN & SAN network"	Bidders are required to refer to Addendum 1 for further details and comply to the same.
32	RFP 6.2.1 Individual Blade Server	Page 10	16 Power Supply Server grade and dual redundant power supply to support a fully populated blade server individually	Blade Architecture is for shared Power Supplies for increased efficiency. Please remove dual redundant power supply and make as "Sufficient number redundant Power Supplies(N+N) to support the server Configuration"	Bidders are required to read the revised clause as follows: Sufficient number redundant Power Supplies(N+N) to support the server Configuration.
33	Appendix 04 – Letter from blade server hardware OEM ; point 3	pg 78	Appendix 4 - 3. We have the necessary and appropriate back lining arrangement with the OEM such that the Service Level requirements of this RFP are met through the bidder M/s _____ <Mention bidder name>	Letter is from the OEM. Hence the line to be amended and the word OEM to be removed	Bidders are required to refer to Addendum 1 for further details and comply to the same.
34	9. Instructions to RFP response ; point 9.4 Price	pg 27	9.4.1 The Price quoted by the Bidder should be FLAT RATE [i.e. should include all costs] 9.4.2 The price should be uniform for the contract period of five years (3 years warranty plus two years AMC/ATS).	How do we quote this? For hardware? Pls clarify	Amendment issued as follows: The price should be uniform for the contract period of five years (3 years warranty/ Software Assurance plus two years AMC/ATS). Read this along with BoM for more clarity.
35	9. Instructions to RFP response ; point 9.4 Price	pg 27	9.4.3 The Bank reserves the right to place orders in stages for the quantities of hardware and software licenses quoted in the Appendix 1 – Bill of materials by the bidder during the contract period.	Request Bank to help with the minimum orderable quantity in first order.	Bank will be purchasing all the quantities of the licenses as specified in the RFP as part of the purchase order to be issued to the selected bidder.
36	Section : 6.11 Backup software	20	From a point of view of investment protection, uniformity of design and streamlined processing, the Bank now intends to bring non-CBS workloads under the existing <b>IBM Spectrum Protect</b> backup software and calls for bidders to submit the quotes for this upgrade. All the bidders are expected to mandatorily meet the below mentioned technical requirements. 1. Proposed a VM file based backup software which should be same or extension of the existing IBM Spectrum Protect backup software. 2. Additional PVU-based licenses of IBM Spectrum Protect backup software to backup multiple numbers of Virtual machines hosted on the servers.	The Backup Software in this RFP involve components that have to be procured from IBM (OEM) which can also be a Prime bidder in this RFP. There could be an inherent conflict in this arrangement since the other bidders' pricing would depend upon the quote received from IBM (OEM) and this places IBM in a more commercially competitive position as a bidder. Further the point no 5 of page no 61 of this RFP while referring the CVC guidelines detailed in Circular No. 03/01/12 (No.12-02-6 CTE/SPI (I) 2 / 161730 dated 13.01.2012) states that - "in a RFP, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same RFP". Due to this, we request bank to remove the Backup Software component from this RFP & as a fair industry/market practice, such components that can only be directly procured from OEMs, should be sourced through distinct tenders	Bidders are required to comply with RFP terms.
37	Section: 5. Details Scope of work for the Bidder, Clause No: 3	8	Supply one quantity of the PCI X HSM for the rack server at DRC Mumbai - Supply HSM for the rack server - Supply one quantity of the PCI X HSM for the rack server at DRC Mumbai	Kindly mention the type & specification of PCI X HSM	The type and specification of the PCI X HSM has been specified in the RFP Section 6.5
38	Section: 5. Details Scope of work for the Bidder, Clause No: 6	8	Installation of Virtualization software - The bidder has to install the virtualization software for the supplied hardware	This clause as Installation of Virtualization Software, looks more generic. Do bidder needs to create HA, vMotion, Virtualization level replication, Kindly specify entire step by step SOW for virtualization environment, And Backup software Implantation SOW is not specified - Kindly mention the same	Bidders are required to comply with RFP terms.
39	Section: 5. Details Scope of work for the Bidder, Clause No: 9	8	Configuration of DC and DRC replication - The bidder has to configure the replication between the critical applications between the DC and DRC	This clause looks more generic - Kindly specify the type of replication 1. SQL DB Level Replication 2. Virtualization Level Replication. 3 Storage Based Replication	Selected bidder is required to configure a SQL DB level replication between the DC and DRC

40	Section: 5. Details Scope of work for the Bidder, Clause No: 10	8	Re-configuration of VMs - On a case to case basis the bidder has to reconfigure the VMs to a higher or lower configuration based on the utilization of the application within the VMs	We assume that it is one time implementation project, Kindly mention the timeline for the re-configuration of VM's, How many times we have to reconfigure etc	Details will be shared with the selected bidder.
41	Section: 6. Technical considerations of the RFP	9	Bidders have to supply products in a ready to use / install condition along with all required Cables, Connectors, Software Drivers, Manuals and Media etc.	Kindly mention the make, Model, BOM of required cables, connectors	Bidders are required to propose requisite and compatible adaptors, cables, connectors for the hardware available mentioned in the RFP and blade servers to be proposed by the bidders.
42	Section: 6.2 Minimum Technical Specifications. Clause No 6.2.1	9	Individual Blade Server - The bidder needs to ensure that each blade server meets the below technical requirements	The Provided Technical information are more of generic - Kindly specify the total BOM of Server's, with exact connectivity details, Type of RAM, RAM Speed (Ex: 16GB, 32GB, 64GB etc), qty of RAM, type of connectivity (Ex: Ethernet 10G with Base-T or SFP or SFP+ or FC with SFP or SFP+ ), type of cables etc. Mentioned the entire required BOM . HA Type, Failover Type, Do the segregation between App, Data Baase, Web Servers	Bidders are required to comply with RFP terms.
43	6.2.1 Individual Blade Server	3	<b>I/O:</b> Dual Redundant Converged IO adapters each with a minimum of 2 ports supporting a minimum of: IP bandwidth of 2 x 10 = 20 Gbps OR FC bandwidth of 2 x 8 = 16 Gbps	<b>I/O:</b> ual Redundant Converged IO adapters each with a minimum of 2 ports supporting a minimum of: IP bandwidth of 2 x 10 = 20 Gbps <b>AND</b> FC bandwidth of 2 x 8 = 16 Gbps <b>OR</b> <b>meet aggregated throughput of IP &amp; FC using Converged Network Adaptor (CNA)</b>  Request you to kindly add CNA option as well, since many Server vendors have started adopting Converged Adaptors to support higher bandwidth.  Additionally, kindly change the 'OR' between IP & FC adaptor to 'AND', since both IP & FC adaptors are required on any Server.	Bidders are required to read the clause as  "Redundant Converged IO adapters each with a minimum of 2 ports supporting a minimum of: IP bandwidth of 2 x 10 = 20 Gbps AND FC bandwidth of 2 x 8 = 16 Gbps OR meet aggregated throughput of IP & FC using Converged Network Adaptor (CNA)"
44	Section: 6.2 Minimum Technical Specifications. Clause No 6.2.2	10	Individual Rack Server - The bidder needs to ensure that each rack server meets the below technical requirements	The Provided Technical information are more of generic - Kindly specify the BOM of Server's, with exact connectivity details, Type of RAM, RAM Speed (Ex: 16GB, 32GB, 64GB etc), qty of RAM, type of connectivity (Ex: Ethernet 10G with Base-T or SFP or SFP+ or FC with SFP or SFP+ ), type of cables etc. Mentioned the entire required BOM	Bidders are required to comply with RFP terms.
45	Section: 6.4 Minimum Technical Specifications. Clause No 6.4.1	12	The bidder has to supply the below quantities of hardware which will be used to host their business applications	Kindly provide the exact entire server BOM, CPU Speed, Core, RAM Speed, RAM Qty, RAM Type, type of connectivity (Ex: Ethernet 10G with Base-T or SFP or SFP+ or FC with SFP or SFP+ ), type of cables etc.	Bidders are required to comply with RFP terms.
46	Section: 6.4 Minimum Technical Specifications. Clause No 6.4.2	13	Mandatory supply for Data mover server for backup solution - The bidder has to supply the below quantities of hardware which will be used to host their backup solution data mover application	Kindly provide the exact entire server BOM, CPU Speed, Core, RAM Speed, RAM Qty, RAM Type, type of connectivity (Ex: Ethernet 10G with Base-T or SFP or SFP+ or FC with SFP or SFP+ ), type of cables etc.	Bidders are required to comply with RFP terms.
47	Section: 6.4 Minimum Technical Specifications. Clause No 6.4.3	13	Optional items for Anti Money Laundering (AML) application	Kindly provide the exact entire server BOM, CPU Speed, Core, RAM Speed, RAM Qty, RAM Type, type of connectivity (Ex: Ethernet 10G with Base-T or SFP or SFP+ or FC with SFP or SFP+ ), type of cables etc.	Bidders are required to comply with RFP terms.
48	6.8	16	The bidder can propose OEM based hardware dependent licenses for the Operating system	Request bank to change this to Microsoft Volume licensing	Bidders are required to comply with RFP terms.
49	6.8.1	17	The Bank when placing the orders, will procure based on the deployment of architecture at the time of implementation and required quantities at the time of PO issuance and acceptance will be specified to the bidder	We would request you to please firm up the quantity before the technical and Financial bid process.	Bank will be purchasing all the quantities of the licenses as specified in the RFP as part of the purchase order to be issued to the selected bidder.
50	6.8 & 6.8.1	17	The bidders have to note that while the bidder is required to quote for three year software assurance, the Bank will pay for software assurance on an annual basis	The 6.8 section says that bidder has to quote with 3 year software assurance on annual basis and in 6.8.1 table says license without Software assurance. We are seeking clarification on this contradiction	Bidders are requested to go through the RFP in detail for the clarifications. Few licenses are being purchased with Software assurance and few are being purchased without software assurance.

51	6.8	17	The bidders have to note that while the bidder is required to quote for three year software assurance, the Bank will pay for software assurance on an annual basis	Server Cloud enrollment can only be avail via microsoft Licensing specialist partner directly with customer. Other programs like open can be availed by any microsoft reseller, which offers 2 year of software assurance. with upfront payment. We would request bank to consider the open program with 2 years of software assurance. Open will allow all maximum participation.	Bidders are required to comply with RFP terms.
52	6.8.1 and 6.8.3	17	Microsoft operating system with Datacenter edition, total license required 88 packs and talks about Microsoft Windows Server Operating System for CTS Outward application- Total Licenses required 20 license packs	Please note microsoft offers Pack of 2 core and pack of 16 core. Requesting bank to clarify on the same.Request bank to share the core and processor count per server inorder to derive quantity of Windows server license	Bidders are requested to go through the RFP in detail and quote the quantities as specified in the RFP.
53	Section: 6.8 Minimum Technical Specifications. Clause No 6.8.1	17	Microsoft OS - Microsoft Windows Server and DB - Microsoft SQL License, licenses required for new blade servers and rack servers design as per Section 6.6 Hardware Architecture design	What is meaning of the term License Pack - Is it total core of license or quantity of required license. If it the quantity of license - Mention how many core for each qty of license pack. And Microsoft SQL license calculated core based license, How many core we assigned to a DB VM same core qty has to applicable for SQL DB Core calculation. Suggest how the core has been calculated & qty of License pack is arrived	Bidders are required to comply with RFP terms.
54	Section: 6.8 Minimum Technical Specifications. Clause No 6.8.3	18	DB licenses required for the Outward CTS application in DC and DRC-Microsoft Windows Server Operating System for CTS Outward application	What is meaning of the term License Pack - Is it total core of license or quantity of license. If it the quantity of license - Mention how many core for each qty of license pack. At DC & DRC	Bidders are required to comply with RFP terms.
55	Section: 6.8 Minimum Technical Specifications. Clause No 6.8.3	18	Microsoft SQL Server Database Servers license for Outward application - Standard Edition without Software Assurance	Kindly mention the type of license OEM Based License or Volume based license. What is meaning of the term License Pack - Is it total core of license or quantity of license. If it the quantity of license - Mention how many core for each qty of license pack. At DC & DRC	Bidders are required to comply with RFP terms.
56	Section: 6.8 Minimum Technical Specifications. Clause No 6.8.4	18	Backup solution – Data mover server The bidder has to supply the below quantities of the licenses to the Bank	Kindly mention the type of license OEM Based License or Volume based license. What is meaning of the term License Pack - Is it total core of license or quantity of license. If it the quantity of license - Mention how many core for each qty of license pack. At DC & DRC	Bidders are required to comply with RFP terms.
57	Section: 6.9 Data replication between DC and DRC	19	Data replication between DC and DRC	Do bidder need to configure the Virtualization based replications or SQL DB Level Replication or Do need to propose the third party replication. Do Bank need Snap short based replication or entire Data Replication at a real time	Selected bidder is required to configure SQL DB level DC-DRC replication in an asynchronous mode.
58	Section 6.17: Core hardware in DC and DRC	22	Following are the critical core hardware in the Banks data center in DC Bengaluru and DRC Mumbai. It is the bidder's responsibility to ensure that the all required cables, adapters, cords, extenders, that may be required for connecting their blade and rack servers to the following setup are included and quoted for in the Appendix 01 – Bill of materials-Core Switch- Cisco WS-C4506E, SAN Switch - IBM SAN 48BS, SAN Storage - IBM Storwize V7000	What is the Type of existing storage: Type of storage connectivity (Ex-Ethernet iSCSI 10G Base-T or SFP or SFP+ or FC 4G or FC 8G). Cisco WS-C4506E - Is end of life, Kindly suggest the new switch entire BOM, Qty for new Switch.	Bidders are required to comply with RFP terms.

59	8.5 Penalties/ Liquidated damages	25	<p>8.5.1 Penalties/Liquidated damages for delay with respect to project timeline 8.5.1.1 Non-compliance of project timeline as defined in section 7.2 will result in the Bank imposing a penalty of 0.5% plus applicable taxes on delay in project timeline per week or part thereof on the total project cost quoted by the bidder. In case the undelivered hardware item renders the entire hardware unusable, then the total value of the entire hardware would be considered for imposing a penalty on the Bidder. 8.5.1.2 The total penalty/Liquidated damages under above clause will be restricted to a ten percent (10 %) of the total value of the contract.</p> <p>8.5.2.2 The maximum penalty levied shall not be more than 50% plus applicable taxes of the AMC amount payable for one year. 8.5.2.3 If the monthly uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP or AMC, if contracted. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the Bidder (including support payments).</p>	<p>8.5.1 Penalties/Liquidated damages for delay with respect to project timeline 8.5.1.1 Non-compliance of project timeline as defined in section 7.2 will result in the Bank imposing a penalty of <del>0.5%</del> <b>0.25% of defaulted portion</b> plus applicable taxes on delay in project timeline per week or part thereof on the total project cost quoted by the bidder. In case the undelivered hardware item renders the entire hardware unusable, then the total value of the entire hardware would be considered for imposing a penalty on the Bidder. 8.5.1.2 The total penalty/Liquidated damages under above clause will be restricted to a ten percent (<del>10%</del>) <b>3%</b> of the total value of the contract.</p> <p>8.5.2.2 The maximum penalty levied shall not be more than <del>50%</del> <b>10%</b> plus applicable taxes of the AMC amount payable for one year. 8.5.2.3 If the monthly uptime is less than 95%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP or AMC, if contracted <b>after payment for goods and services delivered</b>. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the Bidder (including support payments) <b>under this engagement</b>.</p>	Bidders are required to comply with RFP terms along with Addendum 1
60	8.5 Penalties/ Liquidated damage	25	<p>8.5.3.1 If the specifications of the RFP are not met by the Bidder during various tests, the bidder shall rectify the same at the bidder's cost to comply with the specifications immediately to ensure the committed uptime, failing to which the Bank reserves the right to invoke the Performance Bank Guarantee. 8.5.3.2 This penalty/liquidated damages would also be applicable if the bidder, by intention or not, supplies incorrect or used/refurbished hardware against the invoiced make and type. 8.5.4 The liquidated damages shall be deducted/recovered by the Bank from any money due or becoming due to the bidder under the purchase order or may be recovered by invoking of Bank guarantee or otherwise from Bidder or any of the order amount payable to the bidder in respect of other purchase orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract. 8.5.5 All above penalties/liquidated damages are independent of each other</p>	<p>8.5.3.1 If the specifications of the RFP are not met by the Bidder during various tests, the bidder shall rectify the same at the bidder's cost to comply with the specifications immediately to ensure the committed uptime, <del>failing to which the Bank reserves the right to invoke the Performance Bank Guarantee</del>. 8.5.3.2 This penalty/liquidated damages would also be applicable if the bidder, by intention or not, supplies incorrect or used/refurbished hardware against the invoiced make and type. 8.5.4 The liquidated damages shall be deducted/recovered by the Bank from any money due or becoming due to the bidder under the purchase order or may be recovered by <del>invoking of Bank guarantee</del> or otherwise from Bidder or any of the order amount payable to the bidder in respect of other purchase orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract. 8.5.5 All above penalties/liquidated damages are independent of each other <b>The aggregate penalty including LD that can be deducted in a month shall be restricted to a maximum of 3% of TCV</b></p>	Bidders are required to comply with RFP terms.
61	9.4 Price	27	<p>9.4.1 The Price quoted by the Bidder should be FLAT RATE [i.e. should include all costs] 9.4.2 The price should be uniform for the contract period of five years (3 years warranty plus two years AMC/ATS). 9.4.3 The Bank reserves the right to place orders in stages for the quantities of hardware and software licenses quoted in the Appendix 1 – Bill of materials by the bidder during the contract period. 9.4.4 Beyond the quantities mentioned in the RFP Appendix 1 – Bill of materials, the Bank reserves the right to procure the hardware and software, at the same unit rates, quoted in the Appendix 1 – Bill of materials during the contract period. 9.4.5 The price should be inclusive of all taxes, duties, levies, charges, transportation, insurance, GST, etc. 9.4.6 The base price quoted by the Bidder shall be fixed during the Bidder's performance of the during the contract period and shall not be subjected to variation on any account, including changes in duties, levies, fluctuations in foreign exchange, etc. 9.4.7 Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected. 9.4.8 All responses should be in English language. 9.4.9 All responses by the Bidders to this RFP document shall be binding on such Bidders for a period of</p>	<p>9.4.1 The Price quoted by the Bidder should be FLAT RATE [i.e. should include all costs] <del>9.4.2 The price should be uniform for the contract period of five years (3 years warranty plus two years AMC/ATS)</del>. 9.4.3 The Bank reserves the right to place orders in stages for the quantities of hardware and software licenses quoted in the Appendix 1 – Bill of materials by the bidder during the contract period. 9.4.4 Beyond the quantities mentioned in the RFP Appendix 1 – Bill of materials, the Bank reserves the right to procure the hardware and software, at the same unit rates, quoted in the Appendix 1 – Bill of materials during the contract period. 9.4.5 The price should be inclusive of all taxes, duties, levies, charges, transportation, insurance, GST, etc. 9.4.6 The base price quoted by the Bidder shall be fixed during the Bidder's performance of the during the contract period and shall not be subjected to variation on any account, including changes in duties, levies, fluctuations in foreign exchange, <b>In the event the Base Exchange Rate either increases or decreases by percentage points greater than two per cent [2%], the prices shall be charged as per the then current exchange rate</b>.etc. 9.4.7 Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected. <del>9.4.8 All responses should be in</del></p>	Bidders are required to comply with RFP terms.

62	9.4 Price	27	9.4.27 The Bidder, from time to time during the period of the contract, should provide price benefits to Bank, in the event that the prices of any proposed items have reduced. Such price benefits would be discussed mutually by the Bank and the Bidder. In the event the Bidder does not offer the price benefit to the Bank, Bank will have the right to independently procure the same from the market and the Bidder will have no objection to the same.	9.4.27 The Bidder, from time to time during the period of the contract, should provide price benefits to Bank, in the event that the prices of any proposed items have reduced. Such price benefits would be discussed mutually by the Bank and the Bidder. In the event the Bidder does not offer the price benefit to the Bank, Bank will have the right to independently procure the same from the market and the Bidder will have no objection to the same.	Bidders are required to comply with RFP terms.
63	9.4 Price	27	9.4.28 All prices are quoted as unit rates as part of Appendix 01 - Bill of Materials. In case of any upward/downward movement in any units mentioned by the Bank in Appendix 01 - Bill of Materials in regard to actual business requirements, the same unit prices will be applicable for any additional/reduced unit availed. The Bidder needs to ensure that the supply is done as per the scope articulated in the RFP and the responsibility of the entire supply rests with the Bidder for the tenure of the contract.	<del>9.4.28 All prices are quoted as unit rates as part of Appendix 01 – Bill of Materials. In case of any upward/downward movement in any units mentioned by the Bank in Appendix 01 – Bill of Materials in regard to actual business requirements, the same unit prices will be applicable for any additional/reduced unit availed. The Bidder needs to ensure that the supply is done as per the scope articulated in the RFP and the responsibility of the entire supply rests with the Bidder for the tenure of the contract.</del>	Bidders are required to comply with RFP terms.
64	9.4.2	27	The price should be uniform for the contract period of five years (3 years warranty plus two years AMC/ATS).	Open does not have a provision to offer uniform price. Every new purchase will be consider based on the price list of prevailing month. Request bank to amend this clause accordingly	Amendment issued as follows: The price should be uniform for the contract period of five years (3 years warranty/ Software Assurance plus two years AMC/ATS). Read this along with BoM for more clarity.
65	9.4.4	27	Beyond the quantities mentioned in the RFP Appendix 1 – Bill of materials, the Bank reserves the right to procure the hardware and software, at the same unit rates, quoted in the Appendix 1 – Bill of materials during the contract period.	Open Program does not have a provision to offer uniform price. Every new purchase will be consider based on the price list of prevailing month. Request bank to amend this clause accordingly	Bidders are required to comply with RFP terms.
66	9.6.2 Performance Guarantee	32	9.6.2.2 In the event of non-performance of obligation or failure to meet terms of this RFP Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be of that of a Scheduled Commercial Bank only. 9.6.2.6 The Performance Guarantee should be submitted within 21 days of acceptance of Purchase Order. In case of delay in submission of the performance guarantee then the Bank will charge 0.5% penalty of the contract amount per week or part thereof subject to a maximum of 5% value of the contract. 9	<del>9.6.2.2 In the event of non-performance of obligation or failure to meet terms of this RFP Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be of that of a Scheduled Commercial Bank only. 9.6.2.6 The Performance Guarantee should be submitted within 21 days of acceptance of Purchase Order. In case of delay in submission of the performance guarantee then the Bank will charge 0.5% penalty of the contract amount per week or part thereof subject to a maximum of 5% value of the contract. 9</del>	Bidders are required to comply with RFP terms.
67	9.7 Other terms of the RFP	32	9.7.1 By submitting a proposal, the Bidder agrees to promptly contract with Bank for any work awarded to the Bidder, if any. Failure on the part of the selected Bidder to execute a valid contract with Bank within 21 days of acceptance of PO, will relieve Bank of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of Bank. 9.7.2 The terms and conditions as specified in the RFP, addendum and corrigendum issued by the Bank thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of Bank, the Bidder may, in sole discretion of Bank, be disqualified. 9.7.3 The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal including the project timeline. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the selected Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Bidder's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability of re-procurement costs in such an event could be	9.7.1 By submitting a proposal, the Bidder agrees to promptly contract with Bank for any work awarded to the Bidder, if any <b>and Bank agrees to provide the Contract agreement format along with PO.</b> Failure on the part of the selected Bidder to execute a valid contract with Bank within 21 days of acceptance of PO, will relieve Bank of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of Bank. 9.7.2 The terms and conditions as specified in the RFP, addendum and corrigendum issued by the Bank thereafter are final and binding on the Bidders <b>along with the proposed deviations.</b> <del>In the event the Bidder is not willing to accept the terms and conditions of Bank, the Bidder may, in sole discretion of Bank, be disqualified.</del> 9.7.3 The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal including the project timeline. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the selected Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Bidder's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement costs suffered by the Bank.	Bidders are required to comply with RFP terms.

68	9.7 Other terms of the RFP	32	9.7.16 Right to Alter Quantities – Bank reserves the right to alter the requirements specified in the RFP. Bank also reserves the right to delete one or more items from the list of items specified in the RFP. Bank will inform all Bidders about changes, if any. The Bidder agrees that Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities. The Bank will have the right to increase or decrease any quantities in the bid and the unit/pro-rata rates would be applicable for such alterations in quantities till the period of the contract.	9.7.16 Right to Alter Quantities – Bank reserves the right to alter the requirements specified in the RFP. <del>restricted to +/-10% maximum of the quantity quoted as per RFP.</del> Bank also reserves the right to delete one or more items from the list of items specified in the RFP. Bank will inform all Bidders about changes, if any. <del>The Bidder agrees that Bank has no limit on the additions or deletions on the items for the period of the contract.</del> Further the Bidder agrees that the prices quoted by the Bidder would be <del>proportionately-adjusted with such additions or deletions in quantities. The Bank will have the right to increase or decrease any quantities in the bid and the unit/pro-rata rates would be applicable for such alterations in quantities till the period of the contract.</del>	Bidders are required to refer to Addendum 1 for further details and comply to the same.
69	9.7 Other terms of the RFP	32	9.7.22 The Bidder would be entering into contract with Bank. However, the selected Bidder shall install and commission the equipment, in terms of this RFP, at locations designated by Bank or at such Centers as Bank may deem fit and the changes, if any, in the locations will be intimated to the Bidder	9.7.22 The Bidder would be entering into contract with Bank. However, the selected Bidder shall install and commission the equipment, in terms of this RFP, at locations designated by Bank or at such Centers as Bank may deem fit and the changes, if any, in the locations will be intimated to the Bidder. <del>If there is a change in location, additional cost will be incurred by the the Bank.</del>	Bidders are required to comply with RFP terms.
70	11 Payment terms	47	11.1 The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, 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 the Bank	<del>11.1 The Bidder must accept the payment terms proposed by the Bank.</del> The commercial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Bidder, 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 the Bank	Bidders are required to comply with RFP terms.
71	11 Payment terms	47	11.4.1.1 70% of the delivered hardware cost would be payable on delivery of all hardware on production of relevant documents and verification of bill of materials by the Bank and signoff from the Bank. Please note that, Originals of invoices (plus one copy) reflecting GST, GSTIN, State code, State Name, taxes and duties, Proof of delivery duly signed by Bank officials should be submitted while claiming payment in respect of orders placed 11.4.1.2 15% of the delivered hardware cost would be payable on completion of the six months period post completion of activities mentioned under section 7.1.1 to 7.1.6, an estimated time that the Bank will take to migrate the applications to the new blade server hardware environment including Bank signoff 11.4.1.3 5% of the delivered hardware cost would be payable on completion of the hard disk degaussing activity and the completion of the buyback activity of the bidder as per clause 7.1.7 including Bank signoff. 11.4.1.4 10% of the total hardware cost shall be paid after the completion of warranty period of three years and on submission of Performance Bank Guarantee for the AMC period including Bank signoff	11.4.1.1 <del>70%</del> 90 % of the delivered hardware cost would be payable on delivery of all hardware on production of relevant documents and verification of bill of materials by the Bank and signoff from the Bank. Please note that, Originals of invoices (plus one copy) reflecting GST, GSTIN, State code, State Name, taxes and duties, Proof of delivery duly signed by Bank officials should be submitted while claiming payment in respect of orders placed 11.4.1.2 <del>15%</del> 10% of the delivered hardware cost would be payable on completion of the installation <del>six months period post completion of activities mentioned under section 7.1.1 to 7.1.6, an estimated time that the Bank will take to migrate the applications to the new blade server hardware environment including Bank signoff</del> 11.4.1.3 <del>5%</del> 5% of the delivered hardware cost would be payable on completion of the hard disk degaussing activity and the completion of the buyback activity of the bidder as per clause 7.1.7 including Bank signoff. 11.4.1.4 10% of the total hardware cost shall be paid after the completion of warranty period of three years and on submission of Performance Bank Guarantee for the AMC period including Bank signoff	Bidders are required to refer to Addendum 1 for further details and comply to the same.
72	11 Payment terms	47	11.4.2.1 80% of cost for Operating Systems would be payable on delivery of the hardware and successful installation of the Operating Systems on such hardware at the DC and DRC including Bank signoff 11.4.2.2 20% of the cost for Operating Systems would be payable on completion of 12 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff	11.4.2.1 <del>80%</del> 90% of cost for Operating Systems would be payable on delivery of the hardware and successful installation of the Operating Systems on such hardware at the DC and DRC including Bank signoff 11.4.2.2 <del>20%</del> 10% of the cost for Operating Systems would be payable on completion of <del>12</del> 1 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff	Bidders are required to refer to Addendum 1 for further details and comply to the same.
73	11 Payment terms	47	11.4.3.1 80% of cost for database software would be payable on delivery of the hardware and successful installation of the database on such hardware at the DC and DRC including Bank signoff 11.4.3.2 20% of the cost for database software would be payable on completion of 12 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff.	11.4.3.1 <del>80%</del> 90% of cost for database software would be payable on delivery of the hardware and successful installation of the database on such hardware at the DC and DRC including Bank signoff 11.4.3.2 <del>20%</del> 10% of the cost for database software would be payable on completion of <del>12</del> 1 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff.	Bidders are required to refer to Addendum 1 for further details and comply to the same.



74	11 Payment terms	47	11.4.4.1 50% of cost for the virtualization software would be payable on delivery of the software and successful installation at the DC and DRC including Bank signoff 11.4.4.2 30% of the cost of the virtualization software would be payable upon completion of 6 months from the date of successful installation of the Bidder at the Bank and creation of requisites VMs as desired by the Bank including Bank signoff. 11.4.4.3 20% of the cost for virtualization software would be payable on completion of 12 months from the date of successful installation of by the Bidder at the Bank including Bank signoff.	11.4.4.1 <del>50%</del> 90% of cost for the virtualization software would be payable on delivery of the software and successful installation at the DC and DRC including Bank signoff 11.4.4.2 <del>30%</del> 10% of the cost of the virtualization software would be payable upon completion of <del>6</del> 1 months from the date of successful installation of the Bidder at the Bank and creation of requisites VMs as desired by the Bank including Bank signoff. 11.4.4.3 <del>20%</del> of the cost for virtualization software would be payable on completion of <del>12</del> 1 months from the date of successful installation of by the Bidder at the Bank including Bank signoff.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
75	11 Payment terms	47	11.4.5.1 80% of cost for the backup software would be payable on delivery of the software licenses and successful installation at the DC and DRC including Bank signoff 11.4.5.2 20% of the cost for backup software would be payable on completion of 12 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff	11.4.5.1 <del>80%</del> 90% of cost for the backup software would be payable on delivery of the software licenses and successful installation at the DC and DRC including Bank signoff 11.4.5.2 <del>20%</del> 10% of the cost for backup software would be payable on completion of <del>12</del> 1 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff	Bidders are required to refer to Addendum 1 for further details and comply to the same.
76	11 Payment terms	47	11.4.6.1 80% of cost for the any other software would be payable on delivery of the software and successful installation at the DC and DRC including Bank signoff 11.4.6.2 20% of the cost for any other software would be payable on completion of 12 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff.	11.4.6.1 <del>80%</del> 90% of cost for the any other software would be payable on delivery of the software and successful installation at the DC and DRC including Bank signoff 11.4.6.2 <del>20%</del> 10% of the cost for any other software would be payable on completion of <del>12</del> 1 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
77	Section 12.3 Indemnity	50	Indemnity The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder	Request deletion of the clause.	Bidders are required to comply with RFP terms.
78	Section 12.3 Indemnity	51	All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities	Request deletion of the clause.	Bidders are required to comply with RFP terms.
79	Section 12.3 Indemnity	51	Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project	<b><u>Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.</u></b>  <b><u>Subject to the above and notwithstanding anything to the contrary elsewhere contained herein,</u></b> Bidder's aggregate liability shall be subject to an overall limit of 25% of the total annual Cost of the project.	Bidders are required to comply with RFP terms.
80	Section 12.4 Inspection of Records	51	Inspection of Records Bank at its discretion, may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.	Request notice period of 30 days. Request such audit to be conducted during normal business hours and not more than once every financial year, Request Bidder's internal cost records and sensitive financial information to be excluded from the scope of such audit. Request audit to be conducted at PKGB's costs. Request auditor to enter into the appropriate confidentiality obligations before conducting the audit	Bidders are required to comply with RFP terms.

81	12.18 Negligence	55	Negligence In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.	Request Bank to change the clause as below - In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice of <b>not less than 30 days</b> in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder <b>liable for the damages that the Bank may sustain in this behalf. In the event of termination Bank shall pay Bidder for goods delivered and services rendered till the date of termination.</b> Thereafter, the Bank may make good the failure at the <b>10% of additional</b> risk and cost of the selected bidder.	Bidders are required to comply with RFP terms.
82	12.22 Corrupt and Fraudulent Practices	57	Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.	Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid <del>and/or blacklisting the Bidder</del> . The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.	Bidders are required to comply with RFP terms.
83	SNR		Clause not present in RFP	Request for addition of the clause - Customer hereby agrees to make the site ready as per the agreed specifications, within the agreed timelines. Customer agrees that Wipro shall not be in any manner be liable for any delay arising out of Customer's failure to make the site ready within the stipulated period, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Agreement. In case the SITE is not ready for a continuous period of 30 days, milestone payment related to installation will be released to vendor based on the SNR report, also if there is any additional warranty cost due to continuous site not readiness for 30 days, same will be borne by the customer	Bidders are required to comply with RFP terms.
84	Pass Through Warranty		Clause not present in RFP	Request for addition of the clause - Since Wipro is acting as a reseller of completed products, Wipro shall "pass-through" any and all warranties and indemnities received from the manufacturer or licensor of the products and, to the extent, granted by such manufacturer or licensor, the Customer shall be the beneficiary of such manufacturer's or licensor's warranties and indemnities. Further, it is clarified that Wipro shall not provide any additional warranties and indemnities with respect such products.	Bidders are required to comply with RFP terms.
85	Risk and Title		Clause not present in RFP	Request for addition of the clause - The risk, title and ownership of the products shall be transferred to the customer upon delivery of such products to the customer	Bidders are required to comply with RFP terms.
86	Saving Clause		Clause not present in RFP	Request for addition of the clause - Wipro's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Wipro performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	Bidders are required to comply with RFP terms.
87	Deemed Acceptance		Clause not present in RFP	Request for addition of the clause - Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days time to correct in case of any rejection by Customer.	Bidders are required to comply with RFP terms.

88	Limitation of Liability		Clause not present in RFP	Request for addition of the clause - Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.  Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Wipro for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to contract value.	Bidders are required to comply with RFP terms.
89	Upgrades/Enhancements		Clause not present in RFP	Request for addition of the clause - Notwithstanding anything to the contrary in the RFP, any requirement by Purchaser of any upgrade/enhancement shall be provided by the Successful Bidder at an additional cost to Purchaser and the same shall be done through a Change Order.	Bidders are required to comply with RFP terms.
90	Exclusion of incidental damages		Clause not present in RFP	Request for addition of the clause - Neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits.	Bidders are required to comply with RFP terms.
91	General	X	X	Is there a VM Migration activity involved from the existing physical blade server to the Virtual environment - If Yes Specify the detailed SOW.	Bidders are required to comply with RFP terms.
92	General	X	X	Is there a Data Migration from an existing environment to the new environment - If Yes, Mention the detailed SOW	Bidders are required to comply with RFP terms.
93	General	X	X	What is the total existing IT Landscape/Existing IT Infrastructure/Existing total install base	Bidders are required to comply with RFP terms.
94	General	X	X	Application Details - How many total applications, Name of the applications & version details, What is the number of applications, what is the future growth rate in a year at DC & DR	Bidders are required to refer to Addendum 1 for further details and comply to the same.
95	General	X	X	Data Base Details - How many total database, Name of the database & version details, What is the number of database, what is the future growth rate in a year at DC & DR	Details will be shared with the selected Bidder.
96	General	X	X	How many SAN switch, Make Model, type of port FC 4G/8G/16G, Existing total ports, available ports, Consumed Ports at DC & DR	Details will be shared with the selected Bidder.
97	General	X	X	Proposed New Architecture, Name, Version for DC & DR - Infrastructure ( Web/App/DB)	Details will be shared with the selected Bidder.
98	General	X	X	Please provide the details on Infrastructure Failover and Data Replication Methodology i.e. DC to DR?	Details will be shared with the selected Bidder.
99	General	X	X	Please provide details on High availability / Clustering for Web , Apps and DB layers	Details will be shared with the selected Bidder.
100	General	X	X	Details on Database instances , Middleware ?	Details will be shared with the selected Bidder.
101	General	X	X	Any Database or Data Migrations & Version Upgrade required ?	Bidders are required to comply with RFP terms.
102	General	X	X	Kindly provide the details of Existing Storage Make, Model, Connectivity Type. BOQ, Configuration Details	Bidders are required to comply with RFP terms.
103	General	X	X	Kindly Mention the details Scope of Work of all the Products - Servers, Vmware, OS, SQL DB, Backup Infrastructure etc.	Bidders are required to comply with RFP terms.
104	General	X	X	Kindly mention any Data Base Migration activity from the existing Physical Blade Server to the new Virtual Environment	Bidders are required to comply with RFP terms.
105	General	X	X	Kindly mention any data migration activity from the old IT Infrastructure to the new IT Infrastructure	Bidders are required to comply with RFP terms.
106	General	X	X	Kindly provide the entire BOQ of Server including Server to SAN Switch to Storage Connectivity.	Bidders are required to comply with RFP terms.

107	General	X	X	Kindly mention Replication Between DC & DR - Storage Based, Host Based on Virtualization layer, Data Base Level Replication on SQL DB.	Selected bidder is required to configure a SQL DB level replication between the DC and DRC
108	General	X	X	Provide full detailed BOQ & Scope for the Backup Infrastructure	Bidders are required to comply with RFP terms.
109	General	X	X	Please provide IT Landscape of DC & DR wrt. Infra, Applications, Data Base, Backup with Version details etc.	Details will be shared with the selected Bidder.
110	General	X	X	Backup software Implantation SOW is not specified Kindly mention the same	Bidders are required to refer to Addendum 1 for further details and comply to the same.
111	22		Core hardware in DC and DRC	Need additional LC - LC cables, LAN cables for connecting to existing setup?	Bidders are requested to go through the RFP in detail and quote the quantities as specified in the RFP. For meeting the requirements of the RFP bidders are also required to propose the necessary adaptors, cables, connectors, etc wherever applicable and necessary.
112	8,23		Activities	Need clarity on Data migration/ OS migration? who will take care of the existing Data/ any Application migration, whether it will done by Existing SI team/Bank team?. If support is required during migration of data/Application. Need the phase wise migration details, so we need to allocate engineer to support seamlessly.	Relevant details on the scope of work of the bidders have been specified in the RFP. Bidders are required to adhere to the same as mentioned in the RFP
113	8,23		Activities	Need exact scope of work for Database apart from database installation and DC & DR replication? Whether Database installation will be on physical machine or on Virtual? No of Database servers?	Relevant details on the scope of work of the bidders have been specified in the RFP. Bidders are required to adhere to the same as mentioned in the RFP
114	8,20,21		Backup solution	Need clarity on the scope of work for backup Implementation? i.e., on the datamover and integrating new server to the existing Backup server and policies	Bidders are required to comply with RFP terms.
115	18,20,21		Backup solution	Need clarity on the Backup server for the Data Mover at DC & DR since, already Backup server should be present across the locations. Storage disk on the Datamover.	Bidders are required to comply with RFP terms.
116	23		Activities	Post installation support and monitor is required?	Bidders are required to comply with RFP terms.
117	19,20		Virtualization software	How many Virtual machine will be required to configure across DC and DR?	Bidders are required to refer to Addendum 1 for further details and comply to the same.
118	22,23		Core hardware in DC and DRC, Activities	For the new server integration with the san switch across storage, Tape library, who need to take care of the San zoning on the existing san switch? Is it existing SI/ Bank team?	Bank's existing System Integrator team will be integrating the existing storage and managing the same with the new blade server environment.
119	22,23		Core hardware in DC and DRC, Activities	For any storage space requirement/Volume, provisioning of space/volume on existing storage will be provided by the team who access and manage the same?	Bank's existing System Integrator team will be integrating the existing storage and managing the same with the new blade server environment.
120	19,20		Virtualization software	if we are considering Microsoft virtualization environment, the existing Vmware environment need to changed to accordingly and the migration of the same need to considered ? Existing Vmware environment is on Blade server?	Bidder is required to propose the most suitable virtualization software meeting the requirements specified in the RFP.
121				Any input on the Domain or AD requirement ? Whether the new servers need to be added in the exiting Domain setup.	Bank's existing System Integrator team will be ensuring the same.
122				Need Input on the Rack for rack stacking the blade chassis and rack servers, whether Rack need to be included in the BOM?	Bank has one (1) number of 42 U Server rack in the DC, Bengaluru and one(1) number of 42 U Server rack in the DRC.
123	61		Eligibility Criteria	Please consider PSU/ Enterprise sector also in addition to public/private sector bank for the purpose of hosting business and technologies applications	Bidders are required to refer to Addendum 1 for further details and comply to the same.
124	Annexure 02 A. Blade Chassis	Pt 5	The blade chassis must support Blades with the CPU types Intel Skylake (Scalable architecture), v4 and v3.	V4 and v3 processor families are end of life. Please modify the query to support future generations (at least two) of processors on the same Chassis	Bidders are required to refer to Addendum 1 for further details and comply to the same.
125	Annexure 02 A. Blade Chassis	Pt 7	The chassis should be able to host the latest server offered by the OEM and two generations prior without any change in management or without adding additional chassis.	Previous generations of servers are already end of life. Please modify the query to support future generations (at least two) of servers on the same Chassis	Bidders are required to refer to Addendum 1 for further details and comply to the same.
126	Annexure 02 D. Chassis connectivity	Pt 5	The Blade solution should provide minimum of 4 Unified Uplinks per redundant Internal/External Switch module to connect to LAN & SAN network.	Unified uplink architecture is specific to a vendor which requires external switch to split unified link to LAN/SAN. Request to modify as " Minimum 4 Uplinks per redundant Internal/External Switch module to connect to LAN & SAN network"	Bidders are required to refer to Addendum 1 for further details and comply to the same.
127	RFP 6.2.1 Individual Blade Server	Page 10	16 Power Supply Server grade and dual redundant power supply to support a fully populated blade server individually	Blade Architecture is for shared Power Supplies for increased efficiency. Please remove dual redundant power supply and make as "Sufficient number redundant Power Supplies(N+N) to support the server Configuration"	Bidders are required to read the revised clause as follows: Sufficient number redundant Power Supplies(N+N) to support the server Configuration.

128	Appendix 4	Page 78	3. We have the necessary and appropriate back lining arrangement with the OEM such that the Service Level requirements of this RFP are met through the bidder M/s _____ <Mention bidder name>.	Letter is from the OEM. Hence the line to be amended and the word OEM to be removed	Revised Addendum 1 - Appendix 04 attached to the Amendment.
129	SLA	Page 25	8.2.1 If during the warranty period and AMC period (if contracted), any hardware items fails on three or more occasions in a quarter, such hardware items shall be replaced by equivalent/superior hardware items by the bidder at no additional cost to the Bank.	As there is no such policy from any OEMs on replacing with another hardware. This clause to be removed	Bidders are required to comply with RFP terms.
130	Price	Page 27	9.4.1 The Price quoted by the Bidder should be FLAT RATE [i.e. should include all costs] 9.4.2 The price should be uniform for the contract period of five years (3 years warranty plus two years AMC/ATS)	How do we quote this? For hardware?	Amendment issued as follows: The price should be uniform for the contract period of five years (3 years warranty/ Software Assurance plus two years AMC/ATS). Read this along with BoM for more clarity.
131	Price	Page 27	9.4.3 The Bank reserves the right to place orders in stages for the quantities of hardware and software licenses quoted in the Appendix 1 – Bill of materials by the bidder during the contract period.	Can Bank help with the minimum orderable quantity in first order	Bank will be purchasing all the quantities of the licenses as specified in the RFP as part of the purchase order to be issued to the selected bidder.
132	SLA	Page 24	8.1.1 The bidder as part of this RFP should provide a 24/7 response in case of hardware failure during operations. The OEM response time should not be more than 4 hours.	As mentioned during pre bid meeting that the industry standard is 4 hours for providing response and 6 hours for resolution to issues related to hardware.	Bidders are required to comply with RFP terms.
133	SLA	Page 25	8.3 Mean time to restore (MTTR) for the Bidder	As mentioned during pre bid meeting that the industry standard is 4 hours for providing response and 6 hours for resolution to issues related to hardware only.	Bidders are required to comply with RFP terms.
134	Eligibility Criteria	Page 62	The Bidder should have, in last 3 years, supplied similar hardware solution in any Public/Private Sector Bank for the purpose of hosting business and technology applications.	For newer SI players who are eligible with strong network and profit making who have executed similar orders in size and complexity done reputed PSU Bank and in Govt. projects in recent time as late as in last six months, therefore to include period upto due date of bid submission against this RFP. Kindly amend as "The Bidder should have, in last 3 years and upto the date of bid submission, supplied similar hardware solution in any Public/Private Sector Bank/Govt/ for the purpose of hosting business and technology applications.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
135	Section 6.11 Backup Software	20	The license quantity as defined in the table below, which the bidder must supply through this RFP...	Total no of Physical ESX Servers	Bidders are required refer to the main RFP for details and are required to comply with RFP terms
136	Section 6.11 Backup Software	20	The license quantity as defined in the table below, which the bidder must supply through this RFP...	Make, Model and Total No of cores of each ESX Server	Bidders are required refer to the main RFP for details and are required to comply with RFP terms
137	Section 6.11 Backup Software	20	The license quantity as defined in the table below, which the bidder must supply through this RFP...	No of Virtual Machines that require TDP Backup	Bidders are required to comply with RFP terms.
138	Section 6.11 Backup Software	20	The license quantity as defined in the table below, which the bidder must supply through this RFP...	No of cores of the Virtual Machines that require TDP Backup	Bidders are required to comply with RFP terms.
139	Section 6.11 Backup Software	20	The license quantity as defined in the table below, which the bidder must supply through this RFP...	Details and Version of DB & OS of the Virtual Machines that require TDP Backup	Bidders are required to comply with RFP terms.
140	Eligibility Criteria/Bidder Experience/Point No 8/Annexure 01	61	The Bidder should have, in last 3 Years, supplied similar hardware solution in any Public/Private Sector Bank for the purpose of hosting business and technology applications. <b>Poc done will not be treated as experience of the Bidder</b>	Please remove the point " for the purpose of hosting business and technology applications".	Bidders are required to comply with RFP terms.
141	6.11 Backup software	20	IBM Spectrum Protect backup software with PVU-based licensing and 1 x IBM TS3200 tape library with 3 x LTO7 tape drives	LTO7 is the new version and that will not support LTO5	Bidders are required to comply with RFP terms.

142	11. Payment Term	47	<p>11.4.1.1 70% of the delivered hardware cost would be payable on delivery of all hardware on production of relevant documents and verification of bill of materials by the Bank and signoff from the Bank. Please note that, Originals of invoices (plus one copy) reflecting GST, GSTIN, State code, State Name, taxes and duties, Proof of delivery duly signed by Bank officials should be submitted while claiming payment in respect of orders placed</p> <p>11.4.1.2 15% of the delivered hardware cost would be payable on completion of the six months period post completion of activities mentioned under section 7.1.1 to 7.1.6, an estimated time that the Bank will take to migrate the applications to the new blade server hardware environment including Bank signoff</p> <p>11.4.1.3 5% of the delivered hardware cost would be payable on completion of the hard disk degaussing activity and the completion of the buyback activity of the bidder as per clause 7.1.7 including Bank signoff.</p>	Request to change 100% payment after delivery.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
143	Eligibility Criteria; 1.3	60	The Bidder should have a positive net worth during these three financial years as mentioned above.	<p>Request Bank to change: The Bidder should have positive networth as on 31/03/2018.</p> <p>We understand that PKGB is a RRBs of Canara Bank, hence requesting PKGB to change the Eligibility Criteria similar to Canara Bank RFP 09/2018-19 dated 15/09/2018.</p> <p>(<a href="https://www.canarabank.com/media/7900/rfp-09-2018-19-dated-15092018-for-sd-wan.pdf">https://www.canarabank.com/media/7900/rfp-09-2018-19-dated-15092018-for-sd-wan.pdf</a>)</p> <p>OR</p> <p>We are a listed organization, both in NSE &amp; BSE, we follow standard for Accounting policy. Positive Net Worth of three years, within last 5 years should be sufficient enough to give the confidence to the Bank that ISL can execute their orders. If needed, we can submit orders which we have executed during this duration from reputed Government Department/ State Government/ Financial Institution/ Public Sector units/ Scheduled Commercial Banks in India.</p>	Bidders are required to refer to Addendum 1 for further details and comply to the same.
144	6.8	16	The bidder can propose OEM based hardware dependent licenses for the Operating system	Request bank to change this to Microsoft Volume licensing	Bidders are required to comply with RFP terms.
145	6.8.1	17	The Bank when placing the orders, will procure based on the deployment of architecture at the time of implementation and required quantities at the time of PO issuance and acceptance will be specified to the bidder	We would request you to please firm up the quantity before the technical and Financial bid process.	Bank will be purchasing all the quantities of the licenses as specified in the RFP as part of the purchase order to be issued to the selected bidder.
146	6.8 & 6.8.1	17	The bidders have to note that while the bidder is required to quote for three year software assurance, the Bank will pay for software assurance on an annual basis	The 6.8 section says that bidder has to quote with 3 year software assurance on annual basis and in 6.8.1 table says license without Software assurance. We are seeking clarification on this contradiction	Bidders are requested to go through the RFP in detail for the clarifications. Few licenses are being purchased with Software assurance and few are being purchased without software assurance.
147	6.8	17	The bidders have to note that while the bidder is required to quote for three year software assurance, the Bank will pay for software assurance on an annual basis	Server Cloud enrollment can only be avail via microsoft Licensing specialist partner directly with customer. Other programs like open can be availed by any microsoft reseller, which offers 2 year of software assurance. with upfront payment. We would request bank to consider the open program with 2 years of software assurance. Open will allow all maximum participation.	Bidders are required to comply with RFP terms.
148	6.8.1 and 6.8.3	17 & 18	Microsoft operating system with Datacenter edition, total license required 88 packs and talks about Microsoft Windows Server Operating System for CTS Outward application- Total Licenses required 20 license packs	Please note microsoft offers Pack of 2 core and pack of 16 core. Requesting bank to clarify on the same. Request bank to share the core and processor count per server in order to derive quantity of Windows server license	Bidders are requested to go through the RFP in detail and quote the quantities as specified in the RFP.
149	9.4.2	27	The price should be uniform for the contract period of five years (3 years warranty plus two years AMC/ATS).	Open does not have a provision to offer uniform price. Every new purchase will be consider based on the price list of prevailing month. Request bank to amend this clause accordingly	Amendment issued as follows: The price should be uniform for the contract period of five years (3 years warranty/ Software Assurance plus two years AMC/ATS). Read this along with BoM for more clarity.
150	9.4.3	27	The Bank reserves the right to place orders in stages for the quantities of hardware and software licenses quoted in the Appendix 1 – Bill of materials by the bidder during the contract period	Appendix 1 missing from the RFP	Appendix 1 - Bill of materials is available in the RFP.

151	9.4.4	27	Beyond the quantities mentioned in the RFP Appendix 1 – Bill of materials, the Bank reserves the right to procure the hardware and software, at the same unit rates, quoted in the Appendix 1 – Bill of materials during the contract period.	Open Program does not have a provision to offer uniform price. Every new purchase will be consider based on the price list of prevailing month. Request bank to amend this clause accordingly	Bidders are required to comply with RFP terms.
152	4.9	7	A recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.	Please confirm that our queries/deviation will form a part of the mutually agreed RFP terms and together constitute our proposal. Also, Bidder will not forfeit EMD for not accepting RFP terms as is.	Bidders are required to comply with RFP terms.
153	4.10.1	7	Reuse of existing hardware infrastructure and licenses	Please confirm that this clause will apply on a mutually agreed basis.	Bidders are required to comply with RFP terms.
154	8.5	25	Penalties/Liquidated Damages	Please confirm that, any penalty shall be levied only for reasons solely attributable to the Bidder. Penalty as mentioned under this RFP shall constitute the Bidder's sole and exclusive remedy against the Bank for such defect/delay. Only for clarity, we would like to state that that the aggregate of all penalties under this RFP shall not exceed 10% of the relevant order value.	Bidders are required to comply with RFP terms.
155	8.5.2.3	26	The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the Bidder (including support payments).	Bidder understand termination shall only be for 'material' breach. Bidder will be paid for all services provided up to the effective date of termination.	Bidders are required to comply with RFP terms.
156	9.4.16	28	The Bidder must furnish requirements strictly as per the formats provided in the RFP document	Please confirm this will be as per the SLA/final contract signed between the parties.	Bidders are required to comply with RFP terms.
157	9.4.18	28	The Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidder and the expected service levels as mentioned in these documents	Please confirm that the benchmarking will be done based on the SLA/final contract signed between the parties.	Bidders are required to comply with RFP terms.
158	9.4.18	28	In the event of any deviations from the requirements of these documents, the Bidder must make good the same at no extra costs to the Bank within two weeks of detection of the deviation, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the Bidder.	Please confirm that in case of any deviation from the SLA due to reasons solely attributable to the Bidder, the Bidder will be given 30-day notice "cure period" to rectify the same.	Bidders are required to comply with RFP terms.
159	9.4.23	29	The Bidder at no point in time can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, time frame for implementation etc. as mentioned in the RFP documents circulated by the Bank. Bidder shall be fully responsible for deviations to the terms & conditions, project schedule etc. as proposed in the RFP.	Please confirm that the final contract signed between the parties/SLA will be the binding agreement.	Bidders are required to comply with RFP terms.
160	9.4.24	29	The Bank will not pay or is not bound to pay for items not procured or used by the Bank. The Bidder cannot compel the Bank to procure or pay for items not desired by the Bank.	Bidder understands that the services/products will be provided as per the mutually agreed SLA. Prices will be fixed for the same.	Bidders are required to comply with RFP terms.
161	9.4.26	29	The rates for additional/optional items would only be applicable in the event the Bank is procuring additional/optional quantities. The rates of all additional/optional items would be valid for the period of the contract. The prices of all additional/optional items would be added to the Year 1 cost for the purpose of computing the TCO.	Bidder understands that the services/products will be provided as per the mutually agreed SLA. Prices will be fixed for the same. And change in the same can only be initiated via a mutually agreed change control procedure	Bidders are required to comply with RFP terms.
162	9.4.27	29	The Bidder, from time to time during the period of the contract, should provide price benefits to Bank, in the event that the prices of any proposed items have reduced. Such price benefits would be discussed mutually by the Bank and the Bidder. In the event the Bidder does not offer the price benefit to the Bank, Bank will have the right to independently procure the same from the market and the Bidder will have no objection to the same.	Bidder understands that the services/products will be provided as per the mutually agreed SLA. Prices will be fixed for the same	Bidders are required to comply with RFP terms.

163	9.5.2	31	The insurance shall be done for equipment's on "all risks" basis, including war risks, fire and theft and robbery clauses, valid until the hardware installation and acceptance by the Bank	Bidder clarifies that all IBM machine will be covered by insurance, arranged and paid for by Bidder for Bank, covering the period until it is delivered to Bank or Bank's designated location. For any loss or damage, Bank must i) report the loss or damage in writing to Bidder within 10 business days of delivery and ii) follow the applicable claim procedure.	Bidders are required to comply with RFP terms.
164	9.5.3.8	31	The Bidder must provide and quote for all products and services as desired by the Bank as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder	Bidder understands that the services/products will be provided as per the mutually agreed SLA. Prices will be fixed for the same	Bidders are required to comply with RFP terms.
165	9.6.1.2	31	The EMD will be valid for six months from date of bid. This should be issued by a Scheduled Commercial Bank. This must be extended in case requested by the Bank	Bidder understands that this can only be agreed on a mutual basis.	Bidders are required to comply with RFP terms.
166	9.6.1.4.2	31	In case the successful Bidder fails to accept and sign the contract	Please confirm, Bidder only forfeits the EMD in case it fails to accept the mutually agreed contract	Bidders are required to comply with RFP terms.
167	9.6.2.2	32	In the event of non-performance of obligation or failure to meet terms of this RFP Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder. The guarantee should be of that of a Scheduled Commercial Bank only.	Bidder understands that RFP terms will mean to include the mutually agreed terms. Also, bidder understand that it will be provided with an opportunity to cure/remedy any breach within a reasonable period beyond which the PBG may be forfeited. Separately, we presume that forfeiture of PBG will only be invoked after the Bank has exhausted all other rights provided under the contract and to the extent there are any specific penalties already available in case of a breach PBG will not be invoked over and above such penalties. Kindly confirm	Bidders are required to comply with RFP terms.
168		32	In case of delay in submission of the performance guarantee then the Bank will charge 0.5% penalty of the contract amount per week or part thereof subject to a maximum of 5% value of the contract.	Bidder will be provided an opportunity	Bidders are required to comply with RFP terms.
169	9.7.1	32	By submitting a proposal, the Bidder agrees to promptly contract with Bank for any work awarded to the Bidder	Bidder understands that the parties will sign a final mutually agreed contract and the scope will be as per the same.	Bidders are required to comply with RFP terms.
170	9.7.2	32	The terms and conditions as specified in the RFP, addendum and corrigendum issued by the Bank thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of Bank, the Bidder may, in sole discretion of Bank, be disqualified.	Bidder understand that the terms and conditions will be as mutually agreed.	Bidders are required to comply with RFP terms.
171	9.7.3	32	The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal including the project timeline. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the selected Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Bidder's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability of re-procurement costs in such an event could be limited to the amount actually spent by Bank for procuring similar deliverables and services. The re-procurement cost would be established post a reasonable due – diligence of the re-procurement cost to be incurred.	Bidder understands that for such delay penalty shall be levied only for reasons solely attributable to the Bidder. Penalty shall constitute the Bidder's sole and exclusive remedy against the Bank for such delay. The aggregate of all penalties under this RFP shall not exceed 10% of the relevant order value.	Bidders are required to comply with RFP terms.
172	9.7.5	33	The Bidder shall represent that the proposed software solution and its documentation and/or use of the same by Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority.		No query. Bidders to comply with RFP terms.
173	9.7.7.7	34	All RFP response documents would become the property of the Bank and the Bank also would not return the bid documents to the Bidders.	Bidder understands that each party shall retain ownership of its respective pre-existing intellectual property rights.	Bidders are required to comply with RFP terms.
174	9.7.9	34	Bank reserves the right to change/add any terms and conditions of the RFP by issuing addendum/corrigendum and putting it on Bank's website.	Bidder understands that can only happen until a Bidder is finalized	Bidders are required to comply with RFP terms.



175	9.7.16	35	Bank reserves the right to alter the requirements specified in the RFP. Bank also reserves the right to delete one or more items from the list of items specified in the RFP. Bank will inform all Bidders about changes, if any. The Bidder agrees that Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities. The Bank will have the right to increase or decrease any quantities in the bid and the unit/pro-rata rates would be applicable for such alterations in quantities till the period of the contract.	Bidder understands that can only happen until a Bidder is finalized post which parties will sign a mutually agreed final contract/SLA and all services/products will be provided as per the same and prices will be fixed.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
176	9.7.19	36	No site will be accepted as complete if any part of DC-DRC hardware and software is not delivered, and if delivered not installed, commissioned and operationalized. In such an event, the supply and installation will be termed incomplete and will not be accepted and warranty period will not commence besides Bank's right to invoke the penalties which will be prescribed in the contract. Every site will be accepted after complete commissioning of equipment, applications, services, etc.	Bidder understands that review period for Bank acceptance to sign-off deliverables is three working days. Acceptance sign-off is assumed unless otherwise communicated to the Bidder in writing before the review period. In case of any delay/defect penalty shall be levied only for reasons solely attributable to the Bidder. Penalty shall constitute the Bidder's sole and exclusive remedy against the Bank for such delay. The aggregate of all penalties under this RFP shall not exceed 10% of the relevant order value.	Bidders are required to comply with RFP terms.
177	9.7.24, 9.7.28 12.2 (12.2.1-12.2.4) and 12.3 (12.3.1-12.3.6)	37, 49 50 and 51	Indemnification/IP	Bidder agrees to these clauses to the extent that the Bidder will be required to indemnify the Bank for third party claims against Bank for Bidder owned/manufactured equipment which is in infringement of such third-party copyright or patent up to the court awarded damages. Provided that Bank promptly (i) notifies Bidder in writing of the claim, (ii) supplies information requested by Bidder, and (iii) allows Bidder to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts. Bidder has no responsibility for claims based, in whole or part, on Non-IBM products, items not provided by Bidder, or any violation of law or third-party rights caused by Bank's content, materials, designs, specifications, or use of a non-current version or release of an IBM Product when an infringement claim could have been avoided by using a current version or release.  And in no circumstance Bidder will be liable for any indirect, consequential or special damages, loss of data, profits and business  Also indemnity under this RFP shall not survive the termination.	Bidders are required to comply with RFP terms.
178	11	47	Payment Terms	Bidder requests payments be made quarterly in advance and within 30 days of the date of invoice. Failure to make payments within such time shall entitle the Bidder to levy a late payment fee of 2% per month of delay and/or suspend services/provision of goods for the period of non-payment.	Bidders are required to comply with RFP terms.
179	12.18.1	55	In connection with the work or contravention of the provisions of General Terms, if the selected Bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected Bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected Bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected Bidder	We understand that for any non-performance (that may qualify as material breach), Bidder will be given a cure period to rectify the same. In the event the Bidder fails to rectify the same within that period, Bank may terminate the Agreement. Bidder shall be paid for all amounts for services performed upto the date effective date of such termination.  Bidder shall only be liable for any court awarded damages.	Bidders are required to comply with RFP terms.
180	12.17 (12.17.1 and 12.17.2)	55	Pre dispatch inspection	Bidder understands that considering there is an audit clause where audits shall be conducted to verify if Bidder is performing the activities in accordance with the SLA this clause may not be required	Bidders are required to comply with RFP terms.

181	12.11.1	53	Purchase Order shall be issued by PKGB as a coordinating Bank. The selected Bidder shall raise invoices either on PKGB or KGB or on both the Banks at the ratios indicated by coordinating Bank at the time of issuing Purchase Order or at the time of raising the invoices.	Please clarify if PKGB will be the signing party in this case? In which case the PO shall in the name of PKGB.	Details have been provided in the RFP (Clause No. 12.28)
182	12.1	52	Confidentiality and Non-Disclosure	Bidder wishes to clarify that information shall be identified as confidential at the time of disclosure (Confidential Information) to be deemed confidential. Confidential Information shall not include information that is independently developed by recipient or is in public knowledge or is already in the possession of the recipient or is received by receiving party from a third party. If receiving party is required to disclose Confidential Information due to a legal requirement, it shall provide prompt notice of the same to disclosing party. Confidentiality obligation shall survive for a period of two years from date of initial disclosure. Each party shall comply with the applicable export and import laws and regulations. Obligations of confidentiality shall only apply to Confidential Information shared post the execution of the contract. Bidder further requests for no indemnity to apply in this case as Bank has the remedy available under the applicable law.	Bidders are required to comply with RFP terms.
183	12.9.1	52	The Bidder should guarantee that the hardware items delivered to the Bank are brand new, including all components. In the case of software, the Bidder should guarantee that the software supplied to the Bank includes all latest patches, upgrades/ updates etc., and the same are licensed and legally obtained. All hardware and software must be supplied with their original and complete printed documentation.	Bidder clarifies that all software and hardware will be solely regulated by its relevant standard license agreement and will not be impacted by the terms and conditions set-forth in this RFP. Bidder will provide third party product warranties on a pass-through basis to Bank in accordance with the relevant third-party terms and conditions. Further, there are no implied conditions or warranties, including warranties for merchantability and fitness for a particular purpose.	Bidders are required to comply with RFP terms.
184	12.7	51	Insurance	Bidder wishes to clarify that it shall undertake to ensure that it has taken or will take up all appropriate insurances that it is required to undertake under law as well as to adequately cover its obligations under this Contract.	Bidders are required to comply with RFP terms.
185	12.5	51	Assignment	Bidder requests its rights to receive payments hereunder and by the Bank in conjunction with the sale of the portion of the Bidder's business that includes a product or service is not restricted.	Bidders are required to comply with RFP terms.
186	12.4.1	51	Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.	Please confirm that the audits shall be conducted only to verify if Bidder is performing the activities in accordance with the service level agreement (SLA) as mutually agreed. A third-party auditor may be appointed only with the mutual consent of the parties on a non-contingent basis after he has executed a confidentiality agreement with the bidder. Bidder further understands that such audit will be conducted solely at Bank's cost and expense and that the bidder will not be obligated to share any other bidder information.	Bidders are required to comply with RFP terms.
187	12.22.4	57	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	Bidder clarifies that it maintains a robust set of business conduct and related guidelines covering conflicts of interest, market abuse; anti-bribery & corruption; and fraud. Bidder and its personnel comply with such policies and require contractors to have similar policies.  We understand that Bidder will be given a chance to be heard before indefinitely being declared ineligible.	Bidders are required to comply with RFP terms.
188	12.24.1	58	The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected Bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected Bidder(s) of the grounds for the Bank's rejection/cancellation.	Bidder understands that such modification/cancellation/re-tendering as referred herein will only take place before selection of the final Bidder.	Bidders are required to comply with RFP terms.

189	12.28	59	Bipartite Agreement and Invoice Raising Mechanism	Bidder needs to understand as to how will this work? Bidder requests more clarity on this as to how will the distinction of obligation of the parties will be met and Payment obligations of the Bidder will be towards which party/entity? Bidder requests of the final agreement to be signed with a PKGB only.	Bidders are required to comply with RFP terms.																										
190	12.22.7	57	Any effort/attempt by a Bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder.	Please confirm any blacklisting would take place only if the same has been adjudicated by a competent court. Accordingly, bidder requests to delete this clause.	Bidders are required to comply with RFP terms.																										
191	12.22.7	57	The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.	We request that the restriction under this clause should be limited to a period of 6 months from the end of the involvement by the individual employee in providing or receiving the Services and should apply only to key personnel assigned to this contract. This restriction should not prohibit the bidder from giving consideration to any application for employment submitted on an unsolicited basis or in response to a general advertisement or communication of employment opportunities.	Bidders are required to comply with RFP terms.																										
192	Appendix 9 and 13		Appendix 9 and 13	Bidder requests debarment only be imposed if such a determination to debar is made against the Bidder by a competent court.	Bidders are required to comply with RFP terms.																										
193	Appendix 2,5, 6,7 ,9 and 13		Appendix 2,5, 6,7 ,9 and 13	Bidder understands that these Appendix will be as per the mutually agreed terms and conditions.	Bidders are required to comply with RFP terms.																										
194	6.12 Buy back considerations for existing UCS blade server hardware	21	<p>The bidder under a suitable technology migration or technology up gradation or buy back program has to buy-back the below hardware from the Bank and propose a suitable cost as part of the commercial bid. The buy-back hardware would be made available to the selected bidder after completion of activities under 7.1.1 to 7.1.7 and signoff from the Bank team an estimated period of 9 months from the date of PO acceptance by the bidder. The bidder would be responsible for the server hard disk degaussing prior to completion of the buy-back activity.</p> <p>Type of hardware</p> <table border="1"> <thead> <tr> <th>#</th> <th>Data Center</th> <th>Description of Blade and Processor</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Blade Server (Type 1)</td> <td>Cisco UCS B200 Intel Xeon E5620 @ 2.4 GHz M2 Series 28</td> <td>28</td> </tr> <tr> <td>2</td> <td>Blade Server (Type 2)</td> <td>Cisco UCS B200 Intel Xeon E5680 @ 3.33 GHz M2 Series 3</td> <td>3</td> </tr> <tr> <td>3</td> <td>Fabric Extender (2 per Chassis)</td> <td>2104 XP</td> <td>6</td> </tr> <tr> <td>4</td> <td>Blade Server Chassis</td> <td>isco UCS 5108 Blade Server Chassis with 3 Power Supplies</td> <td>3</td> </tr> </tbody> </table> <p># Disaster Recovery Center</p> <table border="1"> <thead> <tr> <th>#</th> <th>Description of Blade and Processor</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Blade Server (Type 1)</td> <td>isco UCS B200 Intel Xeon E5620 @ 2.4 GHz M2 Series 26</td> </tr> </tbody> </table>	#	Data Center	Description of Blade and Processor	Quantity	1	Blade Server (Type 1)	Cisco UCS B200 Intel Xeon E5620 @ 2.4 GHz M2 Series 28	28	2	Blade Server (Type 2)	Cisco UCS B200 Intel Xeon E5680 @ 3.33 GHz M2 Series 3	3	3	Fabric Extender (2 per Chassis)	2104 XP	6	4	Blade Server Chassis	isco UCS 5108 Blade Server Chassis with 3 Power Supplies	3	#	Description of Blade and Processor	Quantity	1	Blade Server (Type 1)	isco UCS B200 Intel Xeon E5620 @ 2.4 GHz M2 Series 26	Please confirm what Deviations are allowed for Buyback	Bidders are required to comply with RFP terms.
#	Data Center	Description of Blade and Processor	Quantity																												
1	Blade Server (Type 1)	Cisco UCS B200 Intel Xeon E5620 @ 2.4 GHz M2 Series 28	28																												
2	Blade Server (Type 2)	Cisco UCS B200 Intel Xeon E5680 @ 3.33 GHz M2 Series 3	3																												
3	Fabric Extender (2 per Chassis)	2104 XP	6																												
4	Blade Server Chassis	isco UCS 5108 Blade Server Chassis with 3 Power Supplies	3																												
#	Description of Blade and Processor	Quantity																													
1	Blade Server (Type 1)	isco UCS B200 Intel Xeon E5620 @ 2.4 GHz M2 Series 26																													
195	8.5 Penalties/ Liquidated damages	25	<p>8.5.1 Penalties/Liquidated damages for delay with respect to project timeline</p> <p>8.5.1.1 Non-compliance of project timeline as defined in section 7.2 will result in the Bank imposing a penalty of 0.5% plus applicable taxes on delay in project timeline per week or part thereof on the total project cost quoted by the bidder. In case the undelivered hardware item renders the entire hardware unusable, then the total value of the entire hardware would be considered for imposing a penalty on the Bidder.</p> <p>8.5.1.2 The total penalty/Liquidated damages under above clause will be restricted to a ten percent (10 %) of the total value of the contract.</p>	Bidder suggests that appropriate language be included which ensures that SUM of ALL LDs/Penalties (independent of each other) does not exceed 10% of TCV. Also, all LDs/Penalties must be covered under Limitation of Liability clause.	Bidders are required to refer to Addendum 1 for further details and comply to the same.																										

196		25	<p>8.5.2 Penalties for non-maintenance of uptime during the contract period</p> <p>8.5.2.1 If the bidder fails to maintain the guaranteed uptime of supplied hardware during warranty and AMC period, the penalty for uptime will be deducted from the supplied hardware cost impacted as under</p> <p>Level of hardware availability calculated on a monthly basis: Penalty amount</p> <p>Above 99.90% No penalty would be deducted</p> <p>98.91% to 99.90% 0.10% plus applicable taxes on total hardware value for every hour or part thereof</p> <p>97.91% to 98.90% 0.20% plus applicable taxes on total hardware value for every hour or part thereof</p> <p>96.91% to 97.90% 0.30% plus applicable taxes on total hardware value for every hour or part thereof</p> <p>95.01% to 96.90% 0.50% plus applicable taxes on total hardware value for every hour or part thereof</p> <p>Less than 95.00% 1.00% plus applicable taxes on total hardware value for every hour or part thereof</p>		No Query. Bidders to comply with RFP terms.
197		26	<p>8.5.3 Penalties/Liquidated damages for non-performance</p> <p>8.5.3.1 If the specifications of the RFP are not met by the Bidder during various tests, the bidder shall rectify the same at the bidder's cost to comply with the specifications immediately to ensure the committed uptime, failing to which the Bank reserves the right to invoke the Performance Bank Guarantee.</p> <p>8.5.3.2 This penalty/liquidated damages would also be applicable if the bidder, by intention or not, supplies incorrect or used/refurbished hardware against the invoiced make and type.</p>		No Query. Bidders to comply with RFP terms.
198		26	<p>8.5.4 The liquidated damages shall be deducted/recovered by the Bank from any money due or becoming due to the bidder under the purchase order or may be recovered by invoking of Bank guarantee or otherwise from Bidder or any of the order amount payable to the bidder in respect of other purchase orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.</p>		No query. Bidders to comply with RFP terms.
199		26	<p>8.5.5 All above penalties/liquidated damages are independent of each other</p>		No query. Bidders to comply with RFP terms.
200		27	<p>9.4.3 The Bank reserves the right to place orders in stages for the quantities of hardware and software licenses quoted in the Appendix 1 – Bill of materials by the bidder during the contract period.</p>	<p>The price validity for hardware/software licenses quoted in the bid will be as per clearance by the OEM. Bidder will clearly mention this price validity period while quoting</p>	Bidders are required to comply with RFP terms.
201		27	<p>9.4.4 Beyond the quantities mentioned in the RFP Appendix 1 – Bill of materials, the Bank reserves the right to procure the hardware and software, at the same unit rates, quoted in the Appendix 1 – Bill of materials during the contract period.</p>	<p>The price validity for hardware/software licenses quoted in the bid will be as per clearance by the OEM. Bidder will clearly mention this price validity period while quoting</p>	Bidders are required to comply with RFP terms.
202		27	<p>9.4.5 The price should be inclusive of all taxes, duties, levies, charges, transportation, insurance, GST, etc.</p>	<p>Bidder Prices are always exclusive of all applicable taxes and levies. Please propose deviation for this clause</p>	Bidders are required to comply with RFP terms.
203		27	<p>9.4.9 All responses by the Bidders to this RFP document shall be binding on such Bidders for a period of 180 days after the last date of submission of the bids. Bank may seek further extensions of the bid validity, if required.</p>	<p>Bidder requests that Price be valid for 30 Days (standard).</p>	Bidders are required to comply with RFP terms.
204		29	<p>9.4.20 In the event the Bank has not asked for any quotes for alternative prices, and the Bidder furnishes the alternative price in the Bidder's financial bid, the higher of the prices will be taken for calculating and arriving at the Total Cost of Ownership. However, payment by the Bank will be made at the lower price.</p>	<p>Please propose Deviation</p>	Bidders are required to comply with RFP terms.

205		30	9.4.28 All prices are quoted as unit rates as part of Appendix 01 - Bill of Materials. In case of any upward/downward movement in any units mentioned by the Bank in Appendix 01 - Bill of Materials in regard to actual business requirements, the same unit prices will be applicable for any additional/reduced unit availed. The Bidder needs to ensure that the supply is done as per the scope articulated in the RFP and the responsibility of the entire supply rests with the Bidder for the tenure of the contract.	Bidder can not confirm without visibility to the quantities. Request to allow deviations on the clause	Bidders are required to refer to Addendum 1 for further details and comply to the same.
206		30	9.4.29 The prices quoted by the Bidder shall include all costs such as, taxes, VAT, levies, cess, excise and custom duties, installation, insurance etc. that need to be incurred. The prices quoted will also include transportation to respective sites, and insurance till completion of the hardware and software installation and acceptance by the Bank. The price payable to the Bidder shall be inclusive of carrying out any modifications/changes/upgrades/updates to the application suite or other application software or equipment that is required to be made in order to comply with any statutory or regulatory requirements, and the Bank shall not pay any additional cost for the same. Bidder needs to provide the details about all such items considered in the RFP	Bidder Prices are always exclusive of all applicable taxes and levies. Please propose deviation for this clause	Bidders are required to comply with RFP terms.
207	9.7 Other terms of the RFP	32	9.7.3 The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal including the project timeline. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the selected Bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Bidder's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability of re-procurement costs in such an event could be limited to the amount actually spent by Bank for procuring similar deliverables and services. The re-procurement cost would be established post a reasonable due – diligence of the re-procurement cost to be incurred.	Penalty leading to Material Breach is not possible to adhere to. Please propose deviation	Bidders are required to comply with RFP terms.
208	9.7 Other terms of the RFP	33	9.7.4 By submitting the bid, the Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all software and hardware to be supplied in response to this RFP shall meet the proposed Solution requirements of the Bank. The Bidder shall be required to independently arrive at a Solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to Bank. The Bidder also acknowledges that Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the	Bidder will be propose bd as per the scope currently mentioned in the RFP. Any additional requirement must be routed through RFP/PCR	Bidders are required to comply with RFP terms.

209	9.7 Other terms of the RFP	35	9.7.16 <b>Right to Alter Quantities</b> – Bank reserves the right to alter the requirements specified in the RFP. Bank also reserves the right to delete one or more items from the list of items specified in the RFP. Bank will inform all Bidders about changes, if any. The Bidder agrees that Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities. The Bank will have the right to increase or decrease any quantities in the bid and the unit/pro-rata rates would be applicable for such alterations in quantities till the period of the contract.	Bidder will be propose bd as per the scope currently mentioned in the RFP. Any additional requirement must be routed through RFC/PCR	Bidders are required to refer to Addendum 1 for further details and comply to the same.
210	9.7 Other terms of the RFP	36	9.7.19 No site will be accepted as complete if any part of DC-DRC hardware and software is not delivered, and if delivered not installed, commissioned and operationalized. In such an event, the supply and installation will be termed incomplete and will not be accepted and warranty period will not commence besides Bank's right to invoke the penalties which will be prescribed in the contract. Every site will be accepted after complete commissioning of equipment, applications, services, etc.	Bidder suggests that appropriate language be included which ensures that SUM of ALL LDs/Penalties (independent of each other) does not exceed 10% of TCV. Also, all LDs/Penalties must be covered under Limitation of Liability clause.	Bidders are required to comply with RFP terms.
211	9.8 Additional Information	38	9.8.1 Bidders and/or its authorized service providers should have their own employees for execution of projects. However, Bidder will be fully responsible for the service for the service providers. Bank will not make any reference to them. In case of any deficiency in service, penalties will be to Bidder's account.	Bidder suggests that appropriate language be included which ensures that SUM of ALL LDs/Penalties (independent of each other) does not exceed 10% of TCV. Also, all LDs/Penalties must be covered under Limitation of Liability clause.	Bidders are required to comply with RFP terms.
212	9.14 Validity of Bids	39	9.14.1 The bids shall remain valid for a period of 180 days from the last date of submission of bids	Bidder requests that Price be valid for 30 Days (standard).	Bidders are required to comply with RFP terms.
213	11. Payment term	47	11.2 The scope of work is divided in different areas and the payment would be linked to each area as explained below with reference to the Appendix 01 – Bill of Materials	Please accept IBM Standard Billing & Payment Terms: 100% on Material delivery for Product Supply, 100% for Implementation on Signoff; Billing 30 days from date of invoice	Bidders are required to comply with RFP terms.
214		47	11.3 AMC would be paid in quarterly arrears and ATS would be paid yearly in advance		No query. Bidders to comply with RFP terms.
215		47	11.4 The component wise payment will be as mentioned below		No query. Bidders to comply with RFP terms.
216		47	11.4.1 <b>Hardware Costs (DC and DRC) for all hardware as part of the Solution</b> It is to be noted that the Bidder needs to quote for fully loaded hardware for the Solution.		No query. Bidders to comply with RFP terms.
217		48	11.4.1.1 70% of the delivered hardware cost would be payable on delivery of all hardware on production of relevant documents and verification of bill of materials by the Bank and signoff from the Bank. Please note that, Originals of invoices (plus one copy) reflecting GST, GSTIN, State code, State Name, taxes and duties, Proof of delivery duly signed by Bank officials should be submitted while claiming payment in respect of orders placed 11.4.1.2 15% of the delivered hardware cost would be payable on completion of the six months period post completion of activities mentioned under section 7.1.1 to 7.1.6, an estimated time that the Bank will take to migrate the applications to the new blade server hardware environment including Bank signoff 11.4.1.3 5% of the delivered hardware cost would be payable on completion of the hard disk degaussing activity and the completion of the buyback activity of the bidder as per clause 7.1.7 including Bank signoff. 11.4.1.4 10% of the total hardware cost shall be paid after the completion of warranty period of three years and on submission of Performance Bank Guarantee for the AMC period including Bank signoff		Bidders are required to refer to Addendum 1 for further details and comply to the same.
218		48	11.4.2 <b>Operating System</b> 11.4.2.1 80% of cost for Operating Systems would be payable on delivery of the hardware and successful installation of the Operating Systems on such hardware at the DC and DRC including Bank signoff 11.4.2.2 20% of the cost for Operating Systems would be payable on completion of 12 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff.		Bidders are required to refer to Addendum 1 for further details and comply to the same.

219		48	<p><b>11.4.3 Database software</b></p> <p><b>11.4.3.1</b> 80% of cost for database software would be payable on delivery of the hardware and successful installation of the database on such hardware at the DC and DRC including Bank signoff</p> <p><b>11.4.3.2</b> 20% of the cost for database software would be payable on completion of 12 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff.</p>		Bidders are required to refer to Addendum 1 for further details and comply to the same.
220		48	<p><b>11.4.4 Virtualization software</b></p> <p><b>11.4.4.1</b> 50% of cost for the virtualization software would be payable on delivery of the software and successful installation at the DC and DRC including Bank signoff</p> <p><b>11.4.4.2</b> 30% of the cost of the virtualization software would be payable upon completion of 6 months from the date of successful installation of the Bidder at the Bank and creation of requisites VMs as desired by the Bank including Bank signoff.</p> <p><b>11.4.4.3</b> 20% of the cost for virtualization software would be payable on completion of 12 months from the date of successful installation of by the Bidder at the Bank including Bank signoff.</p>		Bidders are required to refer to Addendum 1 for further details and comply to the same.
221		48 & 49	<p><b>11.4.5 Backup software license</b></p> <p><b>11.4.5.1</b> 80% of cost for the backup software would be payable on delivery of the software licenses and successful installation at the DC and DRC including Bank signoff</p> <p><b>11.4.5.2</b> 20% of the cost for backup software would be payable on completion of 12 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff.</p>		Bidders are required to refer to Addendum 1 for further details and comply to the same.
222		49	<p><b>11.4.6 Any other software</b></p> <p><b>11.4.6.1</b> 80% of cost for the any other software would be payable on delivery of the software and successful installation at the DC and DRC including Bank signoff</p> <p><b>11.4.6.2</b> 20% of the cost for any other software would be payable on completion of 12 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff.</p>		Bidders are required to refer to Addendum 1 for further details and comply to the same.
223		49	<p>11.4.8 Implementation cost for the Operation System, Database, Backup software, Virtualization software, and configuration of DC-DRC replication</p> <p><b>11.4.8.1</b> 50% of the cost of the implementation would be payable upon successful completion of the installation of Operating System, Database, Backup Software, Virtualization Software including Bank Signoff</p> <p><b>11.4.8.2</b> 50% of the cost of the implementation would be payable upon successful completion of the DC-DRC replication and completion of buy back activity by the bidder including Bank signoff</p>		Bidders are required to refer to Addendum 1 for further details and comply to the same.
224		49	<p>11.4.9 Payment terms for procurement of any optional and additional items during the RFP</p> <p><b>11.4.9.1</b> The payment schedule would follow the sections 11.4.1 to 11.4.8 of items procured depending on the quantity of the purchase made during the contract period.</p>		No query. Bidders to comply with RFP terms.
225	11. Payment term	49	<p><b>11.4.7 Cost of Buy back which would be adjusted against the bidders first payment milestone</b></p> <p><b>11.4.7.1</b> 100% of cost for the buy-back hardware would be adjusted against the first milestone payment that the Bank would make to the bidder against the supply of hardware (Payment milestone as specified by 11.4.1.1).</p>	Please Propose deviation.	Bidders are required to comply with RFP terms.

226	12.13 Annual Maintenance Contract	53	<p><b>12.13.1</b> The Bank, at its discretion may enter into Annual Maintenance Contract (AMC), with the Bidder after completion of respective warranty periods.</p> <p><b>12.13.2</b> Support for maintenance of Hardware items supplied should be available for a minimum period of 2 years, covering all parts, maintenance and support, after expiry of warranty period.</p> <p><b>12.13.3</b> The Bank will pay AMC charges for Servers (Including OS and Software Licenses) after the end of warranty period. Such payment shall be released quarterly in arrears after satisfactory completion of service during the period and submission of reports and invoices. All applicable Taxes will be paid at actual.</p> <p><b>12.13.4</b> During the Warranty and AMC (if contracted) period, the Bidder should extend the On Site Service Support. The scope of Warranty and AMC (if contracted) shall include: -</p> <p><b>12.13.4.1</b> Rectification of Bugs/defects if any.</p> <p><b>12.13.4.2</b> Preventive Maintenance quarterly.</p> <p><b>12.13.4.3</b> Ensure Uptime of 99.90%.</p> <p><b>12.13.4.4</b> Maintenance of Servers and Other Items including Software.</p> <p><b>12.13.5</b> It may be noted that the Bank reserves the right to demand additional performance Bank Guarantee to the tune of 10% of the value of the Purchase Order, if AMC charges quoted by the bidder are abnormally low (below 4% of the cost). The Bank has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee</p>	Please accept IBM Standard Billing & Payment Terms: 100% on Material delivery for Product Supply, 100% for Implementation on Signoff; Billing 30 days from date of invoice	Bidders are required to comply with RFP terms.
227	12.14 Annual Technical Support	54	<p><b>12.14.1</b> The Bank, at its discretion may enter into Annual Technical Support (ATS), with the Bidder after completion of respective warranty periods.</p> <p><b>12.14.2</b> Support for maintenance of OS, DB, Virtualization &amp; other Software items supplied should be available for a minimum period of 2 years, covering all parts, maintenance and support, after expiry of warranty period.</p> <p><b>12.14.3</b> The Bank will pay ATS charges for OS, DB, Virtualization &amp; other Software items after the end of warranty period. Such payment shall be released in annual advance. All applicable Taxes will be paid at actual.</p> <p><b>12.14.4</b> During the Warranty and ATS (if contracted) period, the Bidder should extend the On Site Service Support. The scope of Warranty and ATS (if contracted) shall include: -</p> <p><b>12.14.4.1</b> Rectification of Bugs/defects if any.</p> <p><b>12.14.4.2</b> Preventive Maintenance quarterly.</p> <p><b>12.14.4.3</b> Maintenance of Software.</p> <p><b>12.14.5</b> It may be noted that the Bank reserves the right to demand additional performance Bank Guarantee to the tune of 10% of the value of the Purchase Order, if ATS charges quoted by the bidder are abnormally low (below 4% of the cost). The Bank has discretion to consider such offer or for seeking clarification from the bidder to decide for consideration. This Bank Guarantee will be towards contractual/ATS obligations of the bidder. Bidder shall quote the charges of ATS as per the Bill of Material. This Bank</p>	Please accept IBM Standard Billing & Payment Terms: 100% on Material delivery for Product Supply, 100% for Implementation on Signoff; Billing 30 days from date of invoice	Bidders are required to comply with RFP terms.
228			<p>As per RFP:</p> <p>8.1.1: The bidder as part of this RFP should provide a 24/7 response in case of hardware failure during operations. The OEM response time should not be more than 4 hours</p>	Request for Change: Hardware failure during operation the response time should be minimum 4 hours	Bidders are required to comply with RFP terms.
229			<p>As per RFP:</p> <p>8.1.2: The availability, stocking and delivery of spares to the Bank has to be necessarily undertaken by the OEM for a faster response time and resolution.</p>	Request for Change: Hardware resolution time should be minimum 6 hours from the response time.	Bidders are required to comply with RFP terms.
230			<p>As per RFP:</p> <p>12.8.1.5 MSEs are also exempted from paying Application fee/Cost of EMD</p>	Request for Change: We are being MSME organisation, requesting you to consider exempted from paying cost of EMD	Please refer our RFP Clause No. 12.8
231	pg 15,diagram			There is no minimum specs for the chassis but the diagram depicts 6U rack space for the chassis. Do OEM need to adhere to this or this is just for illustration purpose. Different OEM have different chassis height . Bank is requested to remove this particular height unit.	The diagram is representative, however the quantities are provided in the RFP. The bidder is required to adhere to the same.
232	pg 13.6.4.2		Mandatory supply for Data mover server for back	the cpu asked for rack server are not the latest intel skylake scalable cpu and are eol and eos. Bank is requested to change it to the latest Intel cpu.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
233	7.2 Timeline	23	Hardware installation and related software installation, drivers	Please extend the implementation timeline to 10 weeks from date of Purchase order.	Bidders are required to comply with RFP terms.



234	7.2 Timeline	23	Installation of Virtualization Software and creation of VMs	Please extend the implementation timeline to 14 weeks from date of Purchase order.	Bidders are required to comply with RFP terms.
235	7.2 Timeline	23	Installation of OS, DB for the respective VMs	Please extend the implementation timeline to 14 weeks from date of Purchase order.	Bidders are required to comply with RFP terms.
236	8.3 Mean time to restore (MTTR) for the Bidder	25	The bidder's response time shall be less than 1 hour and the MTTR shall be less than 2 hours. Time specified above is from the time of lodging the complaint or intimation to the bidder.	request the Restoration timeline to be changed to 4 hours, since most of OEM hardware replacement would be 4 hours.	Bidders are required to comply with RFP terms.
237	8.4.2 Uptime	25	The bidder shall guarantee a 24*7 availability of their supplied hardware with a monthly uptime of 99.9% during the contract period	99.9 uptime is for individual hardware or solution uptime. Please clarify.	99.9% uptime is from a hardware perspective
238	8.5.2.2 Penalty	26	The maximum penalty levied shall not be more than 50% plus applicable taxes of the AMC amount payable for one year	request to change the penalty limited to 20% of AMC value	Bidders are required to comply with RFP terms.
239	Technical specifications/A.Biade Chassis/Annexure 02	1	The chassis should support a minimum of 8 dual sockets OR the chassis should support 4 Quad socket	Bank to confirm whether 8 dual socket refers to halfwidth blade server and 4 quad socket refers to full width blade server(same as point 1).	Bidders are required to comply with RFP terms.
240	Minimum memory requirement /6.7/6.7.1	16	As per minimum technical specifications sections on page 9, Minimum 32 GB DIMMs per slot with minimum 24 DIMM slots	Bank to specify whether all 24 slots to be populated per server or just enough to meet the minimum requirement as per section 6.7.1 in page no 16.	The Bidder should meet the minimum memory requirements as specified in the RFP
241	Virtualization software/6.10.1 Option 1:	19	The Bank in the year Nov 2014 had procured VMware vSphere 5 Enterprise	Vsphere 5.x is EOS as of Sep 19 2018, To maintain full level of Support and Subscription Services, VMware recommends upgrading to vsphere 6.5, vsphere 6.7 or to a newer version. Bank to confirm whether they have upgraded the version or not.	Bidders are required to comply with RFP terms.
242	Backup Software/6.11	20	PVU License quantity is specified as 9520 (for DC) and 8400(for DRC)	Request the Bank to confirm whether PVU licenses are not needed for HA blades in DC.	Bidders are required to comply with RFP terms.
243	Core hardware in DC and DRC/6.17	22	required cables, adapters, cords, extenders, that may be required for connecting their blade and rack servers to be included	Request the Bank to confirm the availability of licensed ports on the respective SAN and LAN switches along with transceivers(SFPs).	Bidders are required to comply with RFP terms.
244	Data replication between DC and DRC /6.9	19	capability for data replication between the DC and DRC for the application and data deployed on the blade and rack servers.	Bank to specify the number of VMs to be replicated	Bidders are required to refer to Addendum 1 for further details and comply to the same.
245	Data replication between DC and DRC /6.9	19	capability for data replication between the DC and DRC for the application and data deployed on the blade and rack servers.	Request the Bank to specify the existing network bandwidth between DC and DRC sites.	Details will be shared with the selected bidder.
246	Mandatory supply for Data mover server for backup solution/6.4.2 and 6.6.1.3	13	Single CPU server with Intel Xeon 2623 for datamover servers	These are old generation processors but Bank intends to procure latest generation processors as per Annexure 2 technical specifications, Hence the Bank has to specify latest processor model.	Amendment issued as follows: The bidder is required to propose latest generation Intel processor equivalent to Intel Xeon 2623 having same number of physical cores as Intel Xeon 2623
247	Rack Server for the CTS Outward application in DRC/6.6.2.2	15	Dual CPU server with Intel Xeon 2640 for datamover servers	These are old generation processors but Bank intends to procure latest generation processors as per Annexure 2 technical specifications, Hence the Bank has to specify latest processor model.	Amendment issued as follows: The bidder is required to propose latest generation Intel processor equivalent to Intel Xeon 2640 having same number of physical cores as Intel Xeon 2640
248	VM creation for business applications: Point5 (7) The bidder has to create the necessary VMs for the Bank business applications.	8	The bidder has to create the necessary VMs for the Bank business applications. The bidder has to create the necessary VMs for the Bank business applications.	1. Post VM creation from the Bidder, do Bank will be installing the Applications?	Please refer RFP Clause from 7.1.1 to 7.1.5. Installation of Application is out of scope.  Bidders to comply with RFP terms.
249	Installation of OS, DB: Point5(8) The bidder has to provide necessary expertise including OEM experts for installation of the Operating System and Databases.	8	The bidder has to provide necessary expertise including OEM experts for installation of the Operating System and Databases.	1. What is level of Configuration done for Operating System and Data Base? 2. What kind of Data Base installation to be performed for the applications? (HA, or normal SQL Installation)	Details will be shared with the selected bidder.
250	Point 5 (9) Configuration of DC and DRC replication: The bidder has to configure the replication between the critical applications between the DC and DRC.	8	Configuration of DC and DRC replication: The bidder has to configure the replication between the critical applications between the DC and DRC.	1. What is the bandwidth from DC to DRC? 2. Which are the Critical Application? and do we need to replicate only Critical Application for replication? 3. Is Application installed by the Bank? 4. Is the SQL Data base is configured by the Bank post installation by the Bidder? 5. Does all the application supports HA and CD-DRC replication?	Please refer RFP Clause from 7.1.1 to 7.1.5. Installation of Application and reconfiguration of Database is out of scope. Further details will be shared with the selected bidder. Bidders to comply with RFP terms.

251	6.8 Operating system and database software Windows Enterprise & Standard Operating System SQL Standard Server	16	Operating system and database software Windows Enterprise & Standard Operating System SQL Standard Server	1. Microsoft has changed the licensing structure, most of the licenses comes with Software Assurance, is it compulsory to provide the licenses without Software Assurance.	Bidders are required to comply with RFP terms.
252	6.8.1 Microsoft OS and DB licenses required for new blade servers and rack servers design as per Section 6.6 Hardware Architecture design	17	Microsoft OS and DB licenses required for new blade servers and rack servers design as per Section 6.6 Hardware Architecture design	1. Microsoft has changed the licensing structure, most of the licenses comes with Software Assurance, is it compulsory to provide the licenses without Software Assurance.	Bidders are required to comply with RFP terms.
253	6.8.3 DB licenses required for the Outward CTS application in DC and DRC	18	DB licenses required for the Outward CTS application in DC and DRC	1. Microsoft has changed the licensing structure, most of the licenses comes with Software Assurance, is it compulsory to provide the licenses without Software Assurance.	Bidders are required to comply with RFP terms.
254	6.8.4 Backup solution – Data mover server	18	Backup solution – Data mover server	1. Microsoft has changed the licensing structure, most of the licenses comes with Software Assurance, is it compulsory to provide the licenses without Software Assurance.	Bidders are required to comply with RFP terms.
255	4.4 Intent	7	The bidders are also required to supply software such as backup software, hypervisors, operating systems and database in order to host the non-CBS business applications.	Kindly clarify on Application Migration and Data Migration details ( If Bank would take care of the Migration Part )	Please refer RFP Clause from 7.1.1 to 7.1.5. Installation of Application is out of scope.  Bidders to comply with RFP terms.
256	Eligibility Criteria; 1.3	60	The Bidder should have a positive net worth during these three financial years as mentioned above.	Request Bank to change: The Bidder should have positive networth as on 31/03/2018. We understand that PKGB is a RRBs of Canara Bank, hence requesting PKGB to change the Eligibility Criteria similar to Canara Bank RFP 09/2018-19 dated 15/09/2018. ( <a href="https://www.canarabank.com/media/7900/rfp-09-2018-19-dated-15092018-for-sd-wan.pdf">https://www.canarabank.com/media/7900/rfp-09-2018-19-dated-15092018-for-sd-wan.pdf</a> ) OR We are a listed organization, both in NSE & BSE, we follow standard for Accounting policy. Positive Net Worth of three years, within last 5 years should be sufficient enough to give the confidence to the Bank that ISL can execute their orders. If needed, we can submit orders which we have executed during this duration from reputed Government Department/ State Government/ Financial Institution/ Public Sector units/ Scheduled Commercial Banks in India.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
257	Earnest Money Deposit; 1.14	3	Earnest Money Deposit (Refundable) Rs. 50,00,000	Request Bank to change: Earnest Money Deposit (Refundable) Rs. 20,00,000	Bidders are required to comply with RFP terms.
258	Application Fees (Non-Refundable); 1.13	3	Rs. 50,000 + Rs. 9000 (18%) GST	Request Bank to change: Rs. 20,000 + (18%) GST	Bidders are required to comply with RFP terms.
259	Performance Guarantee; 9.6.2.1	32	The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee for the period of the contract in the form and manner provided by Bank equivalent to 10% of the total contract value of the contract awarded to the selected Bidder.	Request Bank to change: The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee for the period of the contract in the form and manner provided by Bank equivalent to 5% of the total contract value of the contract awarded to the selected Bidder.	Bidder is required to adhere to RFP terms
260	Performance Guarantee; 9.6.2.6	32	The Performance Guarantee should be submitted within 21 days of acceptance of Purchase Order. In case of delay in submission of the performance guarantee then the Bank will charge 0.5% penalty of the contract amount per week or part thereof subject to a maximum of 5% value of the contract.	Request Bank to change: The Performance Guarantee should be submitted within 21 days of acceptance of Purchase Order. In case of delay in submission of the performance guarantee then the Bank will charge 0.2% penalty of the contract amount per week or part thereof subject to a maximum of 2% value of the contract.	Bidder is required to adhere to RFP terms
261	Payment Terms; 11.3	47	AMC would be paid in quarterly arrears and ATS would be paid yearly in advance	Request Bank to change: AMC would be paid yearly in advance and ATS would be paid yearly in advance	Bidder is required to adhere to RFP terms

262	Payment Terms; 11.4.1	47	70% of the delivered hardware cost would be payable on delivery of all hardware. 15% of the delivered hardware cost would be payable on completion of the six months period post completion of activities mentioned under section 7.1.1 to 7.1.6 5% of the delivered hardware cost would be payable on completion of the hard disk degaussing activity and the completion of the buyback activity 10% of the total hardware cost shall be paid after the completion of warranty period of three years and on submission of Performance Bank Guarantee for the AMC period including Bank signoff	Request Bank to change: 80% of the contract value on delivery of hardware. 20% of the contract value on Installation	Bidders are required to refer to Addendum 1 for further details and comply to the same.
263	Operating System; 11.4.2	47	80% of cost for Operating Systems would be payable on delivery of the hardware and successful installation of the Operating Systems on such hardware at the DC and DRC including Bank signoff. 20% of the cost for Operating Systems would be payable on completion of 12 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff.	Request Bank to change: 100% of cost for Operating Systems would be payable on delivery.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
264	Database software; 11.4.3	47	80% of cost for database software would be payable on delivery of the hardware and successful installation of the database on such hardware at the DC and DRC including Bank signoff 20% of the cost for database software would be payable on completion of 12 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff.	Request Bank to change: 100% of cost for database software would be payable on delivery.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
265	Virtualization software; 11.4.4	47	50% of cost for the virtualization software would be payable on delivery of the software and successful installation at the DC and DRC including Bank signoff 30% of the cost of the virtualization software would be payable upon completion of 6 months from the date of successful installation of the Bidder at the Bank and creation of requisites VMs as desired by the Bank including Bank signoff. 20% of the cost for virtualization software would be payable on completion of 12 months from the date of successful installation of by the Bidder at the Bank including Bank signoff.	Request Bank to change: 100% of cost for virtualization software would be payable on delivery.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
266	Backup software license;11.4.5	49	80% of cost for the backup software would be payable on delivery of the software licenses and successful installation at the DC and DRC including Bank signoff 20% of the cost for backup software would be payable on completion of 12 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff.	Request Bank to change: 100% of cost for backup software would be payable on delivery.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
267	Any other software;11.4.6	49	80% of cost for the any other software would be payable on delivery of the software and successful installation at the DC and DRC including Bank signoff 20% of the cost for any other software would be payable on completion of 12 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff.	Request Bank to change: 100% of cost for any other software would be payable on delivery.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
268	Cost of Buy back which would be adjusted against the bidders first payment milestone; 11.4.7	49	100% of cost for the buy-back hardware would be adjusted against the first milestone payment that the Bank would make to the bidder against the supply of hardware (Payment milestone as specified by 11.4.1.1).	Request Bank to change: 100% of cost for the buy-back hardware would be adjusted against the second milestone payment that the Bank would make to the bidder against the installation of hardware and software.	Bidder is required to adhere to RFP terms

269	Implementation cost for the Operation System, Database, Backup software, Virtualization software, and configuration of DC-DRC replication; 11.4.8	49	50% of the cost of the implementation would be payable upon successful completion of the installation of Operating System, Database, Backup Software, Virtualization Software including Bank Signoff 50% of the cost of the implementation would be payable upon successful completion of the DC-DRC replication and completion of buy back activity by the bidder including Bank signoff	Request Bank to change: 100% of the cost of the implementation would be payable upon successful completion of the installation of Operating System, Database, Backup Software, Virtualization Software including Bank Signoff	Bidders are required to refer to Addendum 1 for further details and comply to the same.
270	Delivery-Timeline; 7.2	23	Supply of hardware and software at DC and DRC of the Bank Within 6 weeks from date of PO acceptance	Request Bank to change: Supply of hardware and software at DC and DRC of the Bank Within 8 weeks from date of PO acceptance	Bidder is required to adhere to RFP terms
271	Installation-Timeline; 7.2	23	Hardware installation and related software installation, drivers, cabling Within 8 weeks from date of PO acceptance	Request Bank to change: Hardware installation and related software installation, drivers, cabling Within 12 weeks from date of PO acceptance	Bidder is required to adhere to RFP terms
272	Installation-Timeline; 7.2	24	Installation of Virtualization Software and creation of VMs Within 12 weeks from date of PO acceptance	Request Bank to change: Installation of Virtualization Software and creation of VMs Within 18 weeks from date of PO acceptance	Bidder is required to adhere to RFP terms
273	Installation-Timeline; 7.2	24	Installation of OS, DB for the respective VMs Within 12 weeks from date of PO acceptance	Request Bank to change: Installation of OS, DB for the respective VMs Within 18 weeks from date of PO acceptance	Bidder is required to adhere to RFP terms
274	Installation-Timeline; 7.2	24	DC- DRC replication, and Migration support from hardware perspective Configuration of the DC-DRC replication for the migrated Non CBS applications	Request Bank to change: DC- DRC replication, and Migration support from hardware perspective Configuration of the DC-DRC replication for the migrated Non CBS applications: 6 Months from the completion of previous activities	Bidder is required to adhere to RFP terms
275	Service Level Agreement; 8.1.1	24	The bidder as part of this RFP should provide a 24/7 response in case of hardware failure during operations. The OEM response time should not be more than 4 hours. Additionally, the OEM of the blade and rack server must ensure that all the component spares are readily available from their respective offices in Bengaluru and Mumbai.	Request Bank to change: The bidder as part of this RFP should provide a 24/7 response in case of hardware failure during operations. The OEM response time should not be more than 8 hours. Additionally, the OEM of the blade and rack server must ensure that all the component spares are readily available from their respective offices in Bengaluru and Mumbai.	Bidder is required to adhere to RFP terms
276	Penalties/ Liquidated damages; 8.5.1.1	25	Non-compliance of project timeline as defined in section 7.2 will result in the Bank imposing a penalty of 0.5% plus applicable taxes on delay in project timeline per week or part thereof on the total project cost quoted by the bidder. In case the undelivered hardware item renders the entire hardware unusable, then the total value of the entire hardware would be considered for imposing a penalty on the Bidder.	Request Bank to change: Non-compliance of project timeline as defined in section 7.2 will result in the Bank imposing a penalty of 0.5% plus applicable taxes on delay in project timeline per week or part thereof on the total project cost quoted by the bidder. In case the undelivered hardware item renders the entire hardware unusable, then the total value of the entire hardware would be considered for imposing a penalty on the Bidder.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
277	Penalties/ Liquidated damages; 8.5.1.2	25	The total penalty/Liquidated damages under above clause will be restricted to a ten percent (10 %) of the total value of the contract.	Request Bank to change: The total penalty/Liquidated damages under above clause will be restricted to a five percent (5%) of the total value of the contract.	Bidder is required to adhere to RFP terms
278	Penalties/ Liquidated damages; 8.5.2.2	26	The maximum penalty levied shall not be more than 50% plus applicable taxes of the AMC amount payable for one year.	Request Bank to change: The maximum penalty levied shall not be more than 5% plus applicable taxes of the AMC amount payable for one year.	Bidder is required to adhere to RFP terms
279	Eligibility Criteria; 1.7	60	The Bidder should have at least one of the following accreditations/ certifications which is valid as on submission date of this RFP A) ISO 9000 / 9001 B) ISO 27001:2005 or equivalent C) ISO 27001:2013	Request Bank to change: The Bidder should have at least one of the following accreditations/ certifications which is valid as on submission date of this RFP A) ISO 9001: 2015 B) ISO 20000-1:2011 or equivalent	Bidder is required to adhere to RFP terms
280	Annexure 02 A. Blade Chassis	Pt 5	The blade chassis must support Blades with the V4 and v3 processor families are end of life. Please modify the query to support future generations (at least two) of processors on the same Chassis	Request Bank to change: The Bidder should have at least one of the following accreditations/ certifications which is valid as on submission date of this RFP A) ISO 9001: 2015 B) ISO 20000-1:2011 or equivalent	Bidders are required to refer to Addendum 1 for further details and comply to the same.
281	Annexure 02 A. Blade Chassis	Pt 7	The chassis should be able to host the latest server offered by the OEM and two generations prior without any change in management or without adding additional chassis.	Previous generations of servers are already end of life. Please modify the query to support future generations (at least two) of servers on the same Chassis	Bidders are required to refer to Addendum 1 for further details and comply to the same.
282	Annexure 02 D. Chassis connectivity	Pt 5	The Blade solution should provide minimum of 4 Unified Uplinks per redundant Internal/External Switch module to connect to LAN & SAN network.	Unified uplink architecture is specific to a vendor which requires external switch to split unified link to LAN/SAN. Request to modify as " Minimum 4 Uplinks per redundant Internal/External Switch module to connect to LAN & SAN network"	Bidders are required to refer to Addendum 1 for further details and comply to the same.
283	RFP 6.2.1 Individual Blade Server	Page 10	16 Power Supply Server grade and dual redundant power supply to support a fully populated blade server individually	Blade Architecture is for shared Power Supplies for increased efficiency. Please remove dual redundant power supply and make as "Sufficient number redundant Power Supplies(N+N) to support the server Configuration"	Bidders are required to refer to Addendum 1 for further details and comply to the same.

284				Tender fee and EMD exemption through MSME certificate else reduce the EMD to 15 Lac looking at the size of tender.	Please refer our RFP Clause No. 12.8. Bidders to comply with RFP terms.
285			8.5.2.2 The maximum penalty levied shall not be more than 50% plus applicable taxes of the AMC amount payable for one year.- Pgae no 26-	Request to reduce it as not more than 10% plus applicable taxes of the AMC amount payable for one year.	Bidders are required to comply with RFP terms.
286			9.16.1.5 Two hardcopies (one original and one duplicate) duly filled up Annexure 01 –Eligibility criteria compliance including supporting credential letters/testimonials from relevant organizations or copies of documentation	Request to take original copy only as customer also taking DVD (Soft Copy of Bid).	Bidders are required to comply with RFP terms.
287			Hardware Cost Payment - 11.4.1.4 10% of the total hardware cost shall be paid after the completion of warranty period of three years and on submission of Performance Bank Guarantee for the AMC period including Bank signoff -Page No 48-	Request bank not to hold this payment for because bank is taking 10% PBG also.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
288			Operating System Payment -11.4.2.2 20% of the cost for Operating Systems would be payable on completion of 12 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff. -	Request bank not to hold this payment for 12 months because bank is taking 10% PBG also.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
289			Database Software payment- 11.4.3.2 20% of the cost for database software would be payable on completion of 12 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff.-	Request bank not to hold this payment for 12 months because bank is taking 10% PBG also.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
290			Virtualization software payment 11.4.4.3 -20% of the cost for virtualization software would be payable on completion of 12 months from the date of successful installation of by the Bidder at the Bank including Bank signoff. -	Request bank not to hold this payment for 12 months because bank is taking 10% PBG also.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
291			Backup software license Payment - 20% of the cost for backup software would be payable on completion of 12 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff.-	Request bank not to hold this payment for 12 months because bank is taking 10% PBG also.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
292			I- Any Other Software Payment- 11.4.6.2 20% of the cost for any other software would be payable on completion of 12 months from the date of acceptance of such hardware and successful installation by the Bidder at the Bank including Bank signoff. -	Request bank not to hold this payment for 12 months because bank is taking 10% PBG also.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
293				For Hardware Payment terms should be 70 % delivery , 10% on Installation , 5 % degaussing of data, 10 % against PBG after installation.For migration milestone they can keep 5 %.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
294				For Software Payment terms should be 80% on delivery Installation and 20 % against 10% PBG after the installation.	Bidders are required to refer to Addendum 1 for further details and comply to the same.
295			2 The Bidder should have a minimum turnover of Rs. 50 (Fifty) Crores per annum from IT sales in each of the last three financial years In India. ie 2015-16 2016-17 2017-18  Audited Financial statements for the financial years in concern CA Certificate indicating the IT sales Turnover for the previous financial years mentioned above.	requesting to change as-" the turn over of the bidder should be min Rs. 25 crores in last three years i.e 15-16, 16-17 & 17-18	Bidders are required to refer to Addendum 1 for further details and comply to the same.
296	EMD			please allow MSME certificate for the same.	Please refer our RFP Clause No. 12.8. Bidders to comply with RFP terms.