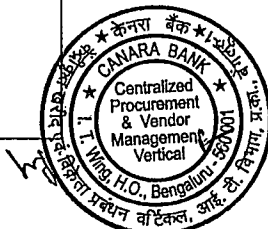


Replies to Prebid Queries for GeM bid ref No. GEM/2023/B/3311228 dated 10/04/2023 for Selection of Internet Service Provider (ISP)/ Managed Service Provider (MSP) for providing Managed Wi-Fi Solution (OPEX Model)

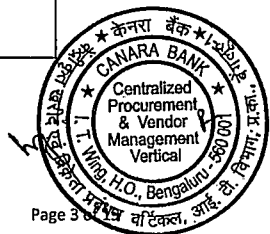
Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
1	11	Section B - Introduction	5. Requirement Details	5.4 Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect to the branch device quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this GeM bid	Bidder request that ; any kind of increase or decrease in quantum after award of contract should be as per techno commercial feasibility.	Bidder to comply with RFP terms and conditions.
2	11	Section B - Introduction	5. Requirement Details	5.4 Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect to the branch/office quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this bid.	If pertaining to feasibility of sites, increased by 25%, it may be a huge number & feasibility for those will require exact timelines and exact number of locations	Bidder to comply with RFP terms and conditions. Details will be shared with the selected bidder.
3	13	Section C - Deliverable and Service Level Agreements	1. Supply, Installation, Integration & Implementation	1.2 The selected bidder should supply, install, integrate and implement the proposed Wi-Fi Solution for all the branches/offices (1000 locations) as per RFP within six (06) months from the date of acceptance of the Purchase Order.	Request bank to relax timelines from 6 months to 8-10 months as equipment timeline is high.	Bidder to refer Corrigendum.
4	13	Section C - Deliverable and Service Level Agreements	1. Supply, Installation, Integration & Implementation	1.2 The selected bidder should supply, install, integrate and implement the proposed Wi-Fi Solution for all the branches/offices (1000 locations)	Please confirm total nos Access Points at each branch/ overall project.	Bidder to refer Annexure-8 Scope of Work & Annexure-9 Functional and Technical Requirement.
5	13	Section C - Deliverable and Service Level Agreements	1. Supply, Installation, Integration & Implementation	1.2 The selected bidder should supply, install, integrate and implement the proposed Wi-Fi Solution for all the branches/offices (1000 locations)	Please confirm total no of user at branch/ overall project	Bidder to refer Annexure-8 Scope of Work & Annexure-9 Functional and Technical Requirement.
6	13	Section C - Deliverable and Service Level Agreements	1. Supply, Installation, Integration & Implementation	1.2 The selected bidder should supply, install, integrate and implement the proposed Wi-Fi Solution for all the branches/offices (1000 locations) as per RFP within six (06) months from the date of acceptance of the Purchase Order	Please clarify whether payment will be released as and when link are getting commissioned please.	Bidder to refer clause 7, Payment Terms of Section C - Deliverable and Service Level Agreements
7	13	Section C - Deliverable and Service Level Agreements	1. Supply, Installation, Integration & Implementation	1.2. The selected bidder should supply, install, integrate and implement the proposed Wi-Fi Solution for all the branches/offices (1000 locations) as per RFP within six (06) months from the date of acceptance of the Purchase Order.	List of Locations is required	Bidder to comply with RFP terms and conditions. Details will be shared with the selected bidder.
8	13	Section C - Deliverable and Service Level Agreements	1. Supply, Installation, Integration & Implementation	1.3 Bank reserves the right to change/modify locations for implementation of Wi-Fi solution. In the event of any change/modification in the locations where the Wi-Fi solution needs to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank	This change in location should be informed in advance before placing the COF for the originally planned location. Delivery to the changed location will be subject to feasibility	Bidder to comply with RFP terms and conditions.
9	13	Section C - Deliverable and Service Level Agreements	1. Supply, Installation, Integration & Implementation	1.3 Bank reserves the right to change/modify locations for implementation of Wi-Fi solution. In the event of any change/modification in the locations where the Wi-Fi solution needs to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank	Request customer to relax this clause that shifting of links from one location to another location shall incur additional cost such as capex, row permissions and hardware (telecom infra) cost.	Bidder to comply with RFP terms and conditions.



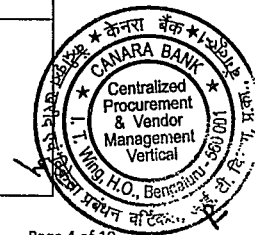
Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
10	13	Section C - Deliverable and Service Level Agreements	2. Integration & Interfaces	2.1. The selected bidder has to work with different application vendors in order to integrate new solution to the existing workload or new workloads during contract period	Any existing Active Directory integration to be done, Please confirm	Bidder to comply with RFP terms and conditions.
11	14	Section C - Deliverable and Service Level Agreements	3. Security	3.6 Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract period.	Commercial will be as per the scope of the RFP, if there will be any change in the scope which have any kind of commercial impact, then commercial will be changed accordingly.	Bidder to comply with RFP terms and conditions.
12	14	Section C - Deliverable and Service Level Agreements	5. Uptime	5.1 The selected bidder shall guarantee a 24x7x365 availability with monthly uptime of 95.00% for the solution as per Scope of Work (Annexure-8) and Functional and Technical requirements (Annexure-9), during contract period, which shall be calculated on monthly basis.	Please clarify whether this is for individual location.	Bidder to refer Corrigendum.
13	15	Section C - Deliverable and Service Level Agreements	6. Penalties/Liquidated Damages	6.1. Penalties/Liquidated damages for delay in Delivery, Installation, Integration and Implementation of Solution would be as under: 6.1.1. Non-compliance of the Delivery, Installation, Integration & Implementation of sub clause from 1.2 under Supply, Installation, Integration & Implementation will result in imposing penalty of 0.50% on delay in Supply, Installation, Integration and Implementation per week or part thereof on the total order value	Please amend as the penalty terms are very high, change to .10% instead of .50%	Bidder to comply with RFP terms and conditions.
14	15	Section C - Deliverable and Service Level Agreements	6. Penalties/Liquidated Damages	6.1. Penalties/Liquidated damages for delay in Delivery, Installation, Integration and Implementation of Solution would be as under: 6.1.1. Non-compliance of the Delivery, Installation, Integration & Implementation of sub clause from 1.2 under Supply, Installation, Integration & Implementation will result in imposing penalty of 0.50% on delay in Supply, Installation, Integration and Implementation per week or part thereof on the total order value. 6.1.2. However, the total Penalty/LD to be recovered under clause 6.1.1. shall be restricted to 10% of the total order value.	Bidder request to cap the penalty under clause 6.1.1 to 5% of the ACV.	Bidder to comply with RFP terms and conditions.
15	15	Section C - Deliverable and Service Level Agreements	6. Penalties/Liquidated Damages	6.1. Penalties/Liquidated damages for delay in Delivery, Installation, Integration and Implementation of Solution would be as under: 6.1.2 However, the total Penalty/LD to be recovered under clause 6.1.1. shall be restricted to 10% of the total order value.	Request you to apply this per site /per location instead of total contract value.	Bidder to comply with RFP terms and conditions.



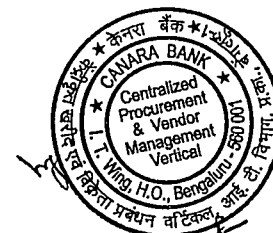
Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
16	15	Section C - Deliverable and Service Level Agreements	6. Penalties/Liquidated Damages	6.2 Penalties/liquidated damages for Onsite resources: In case the resource goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank shall pay only the proportionate amount of resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% on the invoice of the quarterly Resident resource charges payable to the selected bidder for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% on the invoice of the quarterly Resident resource charges payable to the selected bidder.	Bidder request to remove the penalty given under clause 6.2 and provide sufficient time to arrange the replacement.	Bidder to comply with RFP terms and conditions.
17	15	Section C - Deliverable and Service Level Agreements	6. Penalties/Liquidated Damages	6.3. Penalties/Liquidated damages for not maintaining uptime: 6.3.1 If the selected bidder fails to maintain the guaranteed monthly uptime of 95.00% for the solution as per Scope of Work (Annexure-8) & Functional and Technical requirements (Annexure-9) during the contracted period. Bank shall impose the penalty of Rs.2000 per day in case of resolution are delayed beyond NBD (Next Business Day).	Bidder request to reduce the penalty to Rs 1000 per day.	Bidder to comply with RFP terms and conditions.
18	15	Section C - Deliverable and Service Level Agreements	6. Penalties/Liquidated Damages	6.3. Penalties/Liquidated damages for not maintaining uptime: 6.3.1 If the selected bidder fails to maintain the guaranteed monthly uptime of 95.00% for the solution as per Scope of Work (Annexure-8) & Functional and Technical requirements (Annexure-9) during the contracted period. Bank shall impose the penalty of Rs.2000 per day in case of resolution are delayed beyond NBD (Next Business Day).	Whether this is for per location please clarify.	Bidder to refer Corrigendum.
19	15	Section C - Deliverable and Service Level Agreements	6. Penalties/Liquidated Damages	6.3. Penalties/Liquidated damages for not maintaining uptime: 6.3.1 If the selected bidder fails to maintain the guaranteed monthly uptime of 95.00% for the solution as per Scope of Work (Annexure-8) & Functional and Technical requirements (Annexure-9) during the contracted period. Bank shall impose the penalty of Rs.2000 per day in case of resolution are delayed beyond NBD (Next Business Day).	Request Canara Bank to give some relaxation on Penalties & it will be great if you can consider service credit in place of 2000 Rs/ Day resolution/ delayed NBD.	Bidder to comply with RFP terms and conditions.



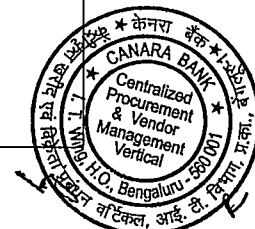
Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
20	15	Section C - Deliverable and Service Level Agreements	6. Penalties/Liquidated Damages	6.3. Penalties/Liquidated damages for not maintaining uptime: 6.3.2 The maximum penalty levied under above clause 6.3.1 shall not be more than 10% of the total contract price excluding onsite resources.	Bidder request to cap the penalty under clause 6.3.2 to 5% of the ACV excluding onsite resources.	Bidder to comply with RFP terms and conditions.
21	15	Section C - Deliverable and Service Level Agreements	6. Penalties/Liquidated Damages	6.3. Penalties/Liquidated damages for not maintaining uptime: 6.3.2. The maximum penalty levied under above clause 6.3.1 shall not be more than 10% of the total contract price excluding onsite resources.		No query
22	15	Section C - Deliverable and Service Level Agreements	6. Penalties/Liquidated Damages	6.3. Penalties/Liquidated damages for not maintaining uptime: 6.3.3 If monthly uptime is less than 90%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP and invoke PBG. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the selected bidder during contract period		No query
23	15	Section C - Deliverable and Service Level Agreements	6. Penalties/Liquidated Damages	6.3. Penalties/Liquidated damages for not maintaining uptime: 6.3.3 If monthly uptime is less than 90%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP and invoke PBG. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the selected bidder during contract period	Before imposing any termination, Request Canara bank to please provide the 30 days as a cure period before such action.	Bidder to comply with RFP terms and conditions.
24	16	Section C - Deliverable and Service Level Agreements	6. Penalties/Liquidated Damages	6.4 Penalties/Liquidated Damages for non-performance: If the selected bidder does not meet the specifications of the RFP during various tests, the selected bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to invoke the Bank Guarantee/ nullify the contract.	Before invoking BG/nullify the contract ,Request Canara bank to please provide the 30 days as a cure period.	Bidder to comply with RFP terms and conditions.
25	16	Section C - Deliverable and Service Level Agreements	6. Penalties/Liquidated Damages	6.6 If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.	Bidder request to capped the liability given under clause 6.6 to the extent of 10% of the ACV.	Bidder to comply with RFP terms and conditions.
26	16	Section C - Deliverable and Service Level Agreements	6. Penalties/Liquidated Damages	6.7 If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.	Bidder request to capped the liability given under clause 6.7 to the extent of 10% of the ACV.	Bidder to comply with RFP terms and conditions.



Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
27	16	Section C - Deliverable and Service Level Agreements	7. Payment Terms	7.1 The contract period of 5 Years will start from the date of complete commissioning of the solution at all 1000 locations as informed by the bank and on Acceptance/Sign off by the Bank on production of relevant documents.	Request link acceptance & billing acceptance on site wise.	Bidder to comply with RFP terms and conditions.
28	16	Section C - Deliverable and Service Level Agreements	7. Payment Terms	7.2 Rent Payment will be made monthly in arrears after the successful implementation and commissioning of solution in all the 1000 locations as informed by the Bank and on production of relevant documents.	Bidder request to start the payment in phase wise, as and when successful implementation and commissioning of sites takes place, basis mutual agreement.	Bidder to comply with RFP terms and conditions.
29	16	Section C - Deliverable and Service Level Agreements	7. Payment Terms	7.2 Rent Payment will be made monthly in arrears after the successful implementation and commissioning of solution in all the 1000 locations as informed by the Bank and on production of relevant documents.	Bidder request to make the payment quarterly advance.	Bidder to comply with RFP terms and conditions.
30	16	Section C - Deliverable and Service Level Agreements	7. Payment Terms	7.2 Rent Payment will be made monthly in arrears after the successful implementation and commissioning of solution in all the 1000 locations as informed by the Bank and on production of relevant documents.	Payment should start as and when the link is commissioned please consider our request.	Bidder to comply with RFP terms and conditions.
31	16	Section C - Deliverable and Service Level Agreements	7. Payment Terms	7.2. Rent Payment will be made monthly in arrears after the successful implementation and commissioning of solution in all the 1000 locations as informed by the Bank and on production of relevant documents.	We request the Bank to modify the clause as under: Rent Payment will be made monthly in arrears for individual locations after the successful implementation and commissioning of respective location on pro-rata basis.	Bidder to comply with RFP terms and conditions.
32	16	Section C - Deliverable and Service Level Agreements	7. Payment Terms	7.3 Payment for dedicated onsite resources will be paid quarterly in arrears after deducting applicable penalties and Liquidated damages.	Bidder request to make the payment quarterly advance.	Bidder to comply with RFP terms and conditions.



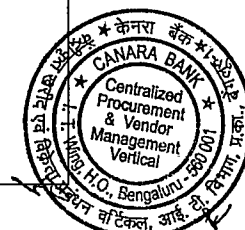
Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
33	19	Section C - Deliverable and Service Level Agreements	15. Right to Audit	<p>15.1. The selected bidder has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank /such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the selected bidder is required to submit such certification by such Auditors to the Bank. The selected bidder and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the selected bidder. The selected bidder shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.</p> <p>15.2. Where any deficiency has been observed during audit of the selected bidder on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the selected bidder shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution</p>	<p>Legal Suggestion: Bank to give prior 30 days written notice before conducting any such Audit. Any such inspection shall be for the books and account in relation to the RFP only. Auditors have to be verified by Bank and audit shall be conducted by approved in compliance with applicable laws. Remote hands fees are applicable if audits are carried out for more than 4 hours a day. Any audit conducted by or on behalf of the Bank pursuant to this section, shall be conducted with the utmost integrity, employing an acceptable level of skill and technical knowledge. Bank shall, and shall cause its auditor to, (i) comply with any rules or requirements of Bidder governing access to an audited Bidder facility (including any security or safety rules); (ii) take all necessary care to avoid loss or damage to Bidder property; and (iii) prevent unnecessary and excessive consumption of Bidder personnel resources. Bank shall also indemnify, defend and hold Bidder harmless from any and all costs or expenses arising from any breach. Scripts shall not be allowed to run on shared infrastructure</p>	<p>Bidder to comply with RFP terms and conditions.</p>
34	19	Section C - Deliverable and Service Level Agreements	15. Right to Audit	<p>15.1. The selected bidder has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank /such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the selected bidder is required to submit such certification by such Auditors to the Bank. The selected bidder and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the selected bidder. The selected bidder shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.</p> <p>15.2. Where any deficiency has been observed during audit of the selected bidder on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the selected bidder shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution</p>	<p>Legal Suggestion: Bank to give prior 30 days written notice before conducting any such Audit. Any such inspection shall be for the books and account in relation to the RFP only. Auditors have to be verified by Bank and audit shall be conducted by approved in compliance with applicable laws. Remote hands fees are applicable if audits are carried out for more than 4 hours a day. Any audit conducted by or on behalf of the Bank pursuant to this section, shall be conducted with the utmost integrity, employing an acceptable level of skill and technical knowledge. Bank shall, and shall cause its auditor to, (i) comply with any rules or requirements of Bidder governing access to an audited Bidder facility (including any security or safety rules); (ii) take all necessary care to avoid loss or damage to Bidder property; and (iii) prevent unnecessary and excessive consumption of Bidder personnel resources. Bank shall also indemnify, defend and hold Bidder harmless from any and all costs or expenses arising from any breach. Scripts shall not be allowed to run on shared infrastructure</p>	<p>Bidder to comply with RFP terms and conditions.</p>



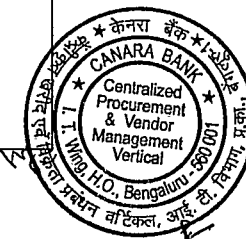
Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
35	19	Section C - Deliverable and Service Level Agreements	15. Right to Audit	15.3 The selected bidder shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank /Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the selected bidder (e.g., financial, internal control and security reviews) and findings made on selected bidder in conjunction with the services provided to the Bank	Financial information available in the public domain related to this opportunity will only be made available, if required.	Bidder to comply with RFP terms and conditions.
36	33	Section F - Ownership & Awarding of Contract	12. Order Cancellation/Termination of Contract	12.1 The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions: 12.1.1. Delay in delivery of services in the specified period. 12.1.2. Serious discrepancies noted in the inspection. 12.1.3. Breaches in the terms and conditions of the Order.	Before imposing any termination, Request Canara bank to please provide the 30 days as a cure period before such action.	Bidder to comply with RFP terms and conditions.
37	33	Section F - Ownership & Awarding of Contract	12. Order Cancellation/Termination of Contract	12.2 The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances: If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.	Bidder request to please remove the right to cancel the contract because of the given "Liquidated damages" clause. As there is multiple clauses where penalty is capped to 10% of contract price.	Bidder to comply with RFP terms and conditions.
38	33	Section F - Ownership & Awarding of Contract	12. Order Cancellation/Termination of Contract	12.4 In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.	Bidder request to remove the risk purchase clause and provide 30 days as cure period for successfully conduct of the event.	Bidder to comply with RFP terms and conditions.



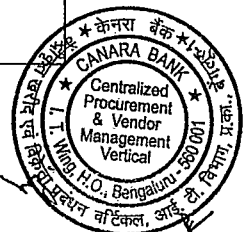
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39	33	Section F - Ownership & Awarding of Contract	12. Order Cancellation/Termination of Contract	12.5 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one-month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.	Bidder request to remove the risk purchase clause and provide 30 days as cure period for successfully execution of the contract.	Bidder to comply with RFP terms and conditions.
40	37	Section G - General Conditions	6. 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 & other items provided to the Bank under this RFP and the selected bidder shall extend all cooperation in this regard.	Financial information available in the public domain related to this opportunity will only be made available, if required.	Bidder to comply with RFP terms and conditions.
41	39	Section G - General Conditions	13. Confidentiality and Non-Disclosure	13.1.The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-10. 13.2.No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.	This clause has to be mutual and applicable for both Parties	Bidder to comply with RFP terms and conditions.
42	39	Section G - General Conditions	14. Indemnity	14.1.The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of: 14.1.1.The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder; 14.1.2.Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;	We request the Bank to restrict this section only to claims arising from damage to tangible property, personal injury or death caused by such party's negligence or wilful misconduct. Suggested following clause: With respect to all claims including those for intellectual property claims, Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO/Order giving rise to the liability	Bidder to comply with RFP terms and conditions.



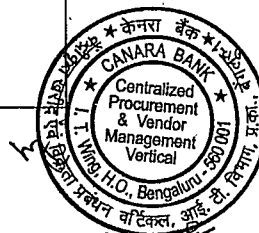
Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
43	39	Section G - General Conditions	14. Indemnity	14.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution/Service supplied by them.	We request the Bank to cap the liability as below: With respect to all indemnity Claims including intellectual property claims, Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO giving rise to the liability.	Bidder to comply with RFP terms and conditions.
44	39	Section G - General Conditions	14. Indemnity	14.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.	While the indemnity clause refers to the liability cap, the actual limitation of liability clause does not feature in the contract document. Please propose the following limitation of liability clause to the Bank: i) The maximum aggregate liability of Service Provider/Vendor, with respect to all indemnity Claims under Section 14.1. and 14.2 including intellectual property claims, shall in no event exceeds, the most recent twelve (12) months of charges collected by Service Provider/Vendor pursuant to the applicable PO giving rise to the liability. ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue	Bidder to comply with RFP terms and conditions.
45	43	Section G - General Conditions	21. Modification/Cancellation of RFP	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 request to please confirm that the given modification/cancellation/re-tender can be done only before award of the contract.	Bidder to comply with RFP terms and conditions.
46	50	Annexure-2 Pre-Qualification Criteria		2. Pre-Qualification Criteria: The bidder (including OEM, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020. Documents to be submitted In compliance with Pre-Qualification Criteria: Certificate of local content to be submitted as per Annexure-5 as applicable.	"Point no 2 of Annexure-2 Pre-Qualification Criteria" states "The bidder (including OEM, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020." As per MII Order dated 16/09/2020, clause 3(a), only 'Class-I Local Supplier' is eligible to quote for products notified by Nodal Ministries. Copy of the policy can be downloaded from https://dpiit.gov.in/public-procurements Wi-Fi Access Point is a product notified by DoT Circular vide Notification dated 31.08.2021. Same can be seen in table in clause no 4, Sr no 13. Copy of the notification can be downloaded from https://dpiit.gov.in/public-procurements Hence, as per policy, we request you to only allow 'Class-I Local Supplier' in this RFP"	Bidder to comply with RFP terms and conditions.



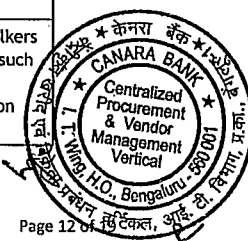
Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
47	50	Annexure-2 Pre-Qualification Criteria		<p>2. Pre-Qualification Criteria: The bidder (including OEM, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020.</p> <p>Documents to be submitted In compliance with Pre-Qualification Criteria: Certificate of local content to be submitted as per Annexure-5 as applicable.</p>	Request Bank to consider this clause would be applicable with either Bidder/ OEM.	Bidder to comply with RFP terms and conditions.
48	50	Annexure-2 Pre-Qualification Criteria		<p>2. Pre-Qualification Criteria: The bidder (including OEM, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020.</p> <p>Documents to be submitted In compliance with Pre-Qualification Criteria: Certificate of local content to be submitted as per Annexure-5 as applicable.</p>	<p>As per MII Order dated 16/09/2020, clause 3(a), only 'Class-I Local Supplier' is eligible to quote for products notified by Nodal Ministries. Copy of the policy can be downloaded from https://dpiit.gov.in/public-procurements</p> <p>Wi-Fi Access Point is a product notified by DoT Circular vide Notification dated 31.08.2021. Same can be seen in table in clause no 4, Sr no 13. Copy of the notification can be downloaded from https://dpiit.gov.in/public-procurements</p> <p>Hence, as per policy, we request you to only allow 'Class-I Local Supplier' in this RFP</p>	Bidder to comply with RFP terms and conditions.
49	50	Annexure-2 Pre-Qualification Criteria		<p>2. Pre-Qualification Criteria: The bidder (including OEM, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020.</p> <p>Documents to be submitted In compliance with Pre-Qualification Criteria: Certificate of local content to be submitted as per Annexure-5 as applicable.</p>	It is written in RFP Pre-Qualification Criteria that, OEM has to either be Class-I or Class-II local supplier. But as per MII Policy, only Class-I Local Supplier is allowed since Wi-Fi Access Point is notified product. Kindly allow only 'Class-I Local Supplier' as per policy	Bidder to comply with RFP terms and conditions.
50	51	Annexure - 2 Pre-Qualification criteria		<p>9. Pre-Qualification Criteria: The bidder should have experience in implementing and maintaining any similar solution (Managed Wi-Fi Solution) in any organization in BFSI sector/ listed company in India within the last three years from the date of RFP.</p> <p>Documents to be submitted In compliance with Pre-Qualification Criteria: The bidder should submit purchase order and reference letter duly mentioning that the supplied solution is being used.</p>	We are being India's leading MSO, requesting you to kindly update the clause as - "any organization in BFSI sector/ listed company/ PSU and government sector".	Bidder to refer Corrigendum.



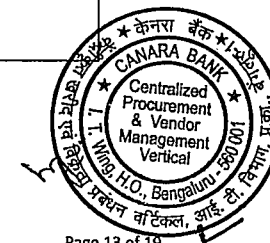
Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
51	51	Annexure-2 Pre-Qualification Criteria		<p>9. Pre-Qualification Criteria: The bidder should have experience in implementing and maintaining any similar solution (Managed Wi-Fi Solution) in any organization in BFSI sector/ listed company in India within the last three years from the date of RFP.</p> <p>Documents to be submitted In compliance with Pre-Qualification Criteria: The bidder should submit purchase order and reference letter duly mentioning that the supplied solution is being used.</p>	Request to Change Bidder/OEM	Bidder to refer Corrigendum.
52	51	Annexure - 2 Pre-Qualification criteria		<p>10. Pre-Qualification Criteria: The bidder should have implemented and maintaining any similar solution (Managed Wi-Fi solution) in any organization in BFSI sector/ listed company with minimum 500 branches/Locations in India as on RFP date.</p> <p>Documents to be submitted In compliance with Pre-Qualification Criteria: The bidder should submit purchase and reference letter for the solution duly mentioning the number of branches being used.</p>	We are being India's leading MSO, requesting you to kindly update the clause as - "any organization in BFSI sector/ listed company/ PSU and government sector".	Bidder to refer Corrigendum.
53	51	Annexure-2 Pre-Qualification Criteria		<p>10. Pre-Qualification Criteria: The bidder should have implemented and maintaining any similar solution (Managed Wi-Fi solution) in any organization in BFSI sector/ listed company with minimum 500 branches/Locations in India as on RFP date.</p> <p>Documents to be submitted In compliance with Pre-Qualification Criteria: The bidder should submit purchase and reference letter for the solution duly mentioning the number of branches being used.</p>	We request the Bank to modify the clause as under: The bidder should have implemented and maintaining any similar solution (Managed Wi-Fi solution) in any organization in BFSI sector/ listed company with minimum 500 Access Points in India as on RFP date.	Bidder to refer Corrigendum.
54	51	Annexure-2 Pre-Qualification Criteria		<p>10. Pre-Qualification Criteria: The bidder should have implemented and maintaining any similar solution (Managed Wi-Fi solution) in any organization in BFSI sector/ listed company with minimum 500 branches/Locations in India as on RFP date.</p> <p>Documents to be submitted In compliance with Pre-Qualification Criteria: The bidder should submit purchase and reference letter for the solution duly mentioning the number of branches being used.</p>	Request to Change Bidder/OEM	Bidder to refer Corrigendum.



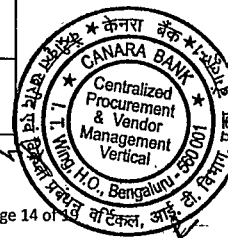
Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
55	51	Annexure-2 Pre-Qualification Criteria		10. Pre-Qualification Criteria: The bidder should have implemented and maintaining any similar solution (Managed Wi-Fi solution) in any organization in BFSI sector/ listed company with minimum 500 branches/Locations in India as on RFP date. Documents to be submitted In compliance with Pre-Qualification Criteria: The bidder should submit purchase and reference letter for the solution duly mentioning the number of branches being used.	Request Bank to consider this clause as "The bidder should have implemented and maintaining any similar solution (Managed Wi-Fi solution) with minimum 500 branches/Locations from minim any 3 organization in BFSI sector/ 3 listed company in India as on RFP date."	Bidder to refer Corrigendum.
56	56	Annexure-5 Make in India Certificate		(To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs.10 crores giving the percentage of local content.)	We understand that, the Local Content Certificate to be given by statutory auditor of the bidding organization / OEM of access point as the value of this tender is above 10Cr	Bidder to go through the detailed guidelines of Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, if any.
57	56	Annexure-5 Make in India Certificate			RFP Annexure-5 to certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs.10 crores. Kindly clarify if this is a mandatory requirement	Bidder to go through the detailed guidelines of Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, if any.
58	56	Annexure-5 Make in India Certificate			We understand that, the Local Content Certificate to be given by statutory auditor of the bidding organization / OEM of access point as the value of this tender is above 10Cr.	Bidder to go through the detailed guidelines of Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, if any.
59	59	Annexure-8 Scope of Work		2. Bidder should provide centrally Managed OPEX model Wi-Fi solution through ILL/broadband etc., with minimum 25 Mbps bandwidth.	Any Static IP to be provided	Bidder to comply with RFP terms and conditions.
60	59	Annexure-8 Scope of Work		2. Bidder should provide centrally Managed OPEX model Wi-Fi solution through ILL/broadband etc., with minimum 25 Mbps bandwidth.	Can we provide Enterprise Broadband as 4Mbps/ 10Mbps with 1:4 contention ratio, this will help to get more Bandwidth than traditional broadband link and also the service experience will be superior than traditional broadband due to lower contention ratio and Tata owned backbone network.	Bidder to comply with RFP terms and conditions.
61	59	Annexure-8 Scope of Work		2. Bidder should provide centrally Managed OPEX model Wi-Fi solution through ILL/broadband etc., with minimum 25 Mbps bandwidth.	Request Customer to confirm if we can provide RF as a media for ILL Feasible sites, if yes, Kindly provide Pole/Mast Height restrictions. Permission for installation of IBD cabling/ Pole/Mast needs to be given by customer.	Bidder to comply with RFP terms and conditions.
62	60	Annexure-8 Scope of Work		19. Bidder should provide Real-time traffic flow reports like a) Sub-network's traffic relationships.	As per our understanding, Sub-Network's traffic relationship means the relationship between the traffic flowing under each SSID. Kindly confirm.	Sub-Network's traffic relationship means the relationship between the traffic flowing under each SSID.
63	60	Annexure-8 Scope of Work		19. Bidder should provide Real-time traffic flow reports like b) Top talkers.	As per our understanding, Top Talkers means the system has to identify the top data-consuming clients. Please confirm the same	The solution able to generate the Top talkers reports in terms of various parameters such Utilization of Bandwidth, User wise and application wise accessing and utilization etc.



Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
64	60	Annexure-8 Scope of Work		19. Bidder should provide Real-time traffic flow reports like g) Traffic anomaly reports.	Please explain, what type of report is required under Traffic anomaly report clause.	The solution should be able to detect the abnormal traffic of Aps/controllers and able to generate the report.
65	60	Annexure-8 Scope of Work		24. The authentication shall be done at centralized server only which could be a POP location of the service provider.	Recommendation is to have a centralized authentication for all the branch locations	Bidder to comply with RFP terms and conditions.
66	60	Annexure-8 Scope of Work		28. The solution must be able to detect and prevent wireless Denial of Service attacks.	How much Mitigation capacity to be considered	Bidder to comply with RFP terms and conditions.
67	61	Annexure-8 Scope of Work		34. The solution should maintain the logs which should include all the activities performed by the users as per the regulatory guidelines.	Please clarify what all activities should be recorded in the logs.	Bidder to comply with RFP terms and conditions.
68	61	Annexure-8 Scope of Work		35. Bidder should preserve the logs for entire contract period and same should be shared as per requirement of bank/regulatory authorities etc., in readable format.	Where should these logs be maintained & how should access be managed for the same? Are all types of logs required to be maintained for entire contract duration?	Bidder has to maintain and preserve the all type of logs for entire contract period at their premises only. At any point of time, bidder should submit the logs as per bank/regulatory requirement in required format such as Internet protocol detailed report etc.
69	61	Annexure-8 Scope of Work		36. The bidder should submit all the logs on removable media at the end of the contract period and as on required by bank.	This removable media will be provided by the bank?	The bidder should submit all the logs on removable media at the end of the contract period and as on required by bank without any cost to the bank.
70	61	Annexure-8 Scope of Work		41. Solution should support Real time attack / threat detection of emerging internet based cyber-attacks and mitigation of the same should be done by bidder	Any existing security devices to be integrated ,If any Please share those details	Bidder to comply with RFP terms and conditions.
71	61	Annexure-8 Scope of Work		43.1 For smooth completion of project, the Bidder should identify one or two of its representatives at Bangalore as a single point of contact for the Bank.	Is the representative required during the initial installation phase, or banks needs 24*7 representatives for after sales support too	Bidder to comply with RFP terms and conditions.
72	61	Annexure-8 Scope of Work		43.4 Wi-Fi needs to be enabled only in public dealing area in branch. 43.5 Cover roughly 1000 SFT open area in branch	Please share the Floor Plan to define the area to be covered	Bidder to refer Annexure-8 Scope of Work & Annexure-9 Functional and Technical Requirement.
73	62	Annexure-8 Scope of Work		44. The guest/visitor customer would need to configure their connections to SSIDs of the Wireless AP (Access Point) by scanning on premises displayed static / dynamically generated QR code using their smartphone camera/web cam, and it will automatically connect them to the Wi-Fi network without having to manually enter the network name (SSID) and password. The proposed system should be able to generate these QR code either statically or dynamically based on the requirements of the Bank.	What checks & balances should be placed for Guests accessing the WiFi network using this method? What information should be captured about Guests for such logins?	The Solution should be able to capture the details such as mobile no, Email ID, Device details etc., by scanning Wi-Fi QR code.



Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
74	62	Annexure-8 Scope of Work		45.2 Captive portals should be able to support a variety of authentication & MFA methods such as social media login (Facebook or Gmail credentials), email verification, SMS verification, or self-registration before they access the Wi-Fi Network	Gmail & Facebook should be blocked in Bank network. Kindly remove Facebook & Gmail clause.	Bidder to comply with RFP terms and conditions.
75	63	Annexure-8 Scope of Work		50.7 Configure remote syslog server: The wireless APs to configure for sending audit logs, which includes login attempts, configuration changes, and system errors to a remote syslog server for central log management and analysis.	Where will the remote Syslog server be located? Will this come under Customer or Sify scope?	Bidder has to maintain and preserve the all type of logs for entire contract period at their premises only. At any point of time, bidder should submit the logs as per bank/regulatory requirement in required format such as Internet protocol detailed report etc.
76	63	Annexure-8 Scope of Work		50.7 Configure remote syslog server: The wireless APs to configure for sending audit logs, which includes login attempts, configuration changes, and system errors to a remote syslog server for central log management and analysis.	Is Syslogs to be maintained at the Bank side with centralized manager? Is the infra to support provided by bank	Bidder has to maintain and preserve the all type of logs for entire contract period at their premises only. At any point of time, bidder should submit the logs as per bank/regulatory requirement in required format such as Internet protocol detailed report etc.
77	64	Annexure-8 Scope of Work		60. The proposed system should have provisions for blocking/whitelisting traffic, guest access policies and devices based on below which is not limited to. 60.6. QoS (For ex. Bandwidth restriction for SSID, QoS Tagging, special traffic like voice) at the AP	QoS tagging is done at the end points/traffic generating device/gateway device. Normally Access Point reads the QoS bid marking & gives priority levels as it receives as per IEEE 802.11e WMM protocol. Please confirm if our understanding is correct.	Bidder to comply with RFP terms and conditions.
78	64	Annexure-8 Scope of Work		60. The proposed system should have provisions for blocking/whitelisting traffic, guest access policies and devices based on below which is not limited to 60.6. QoS (For ex. Bandwidth restriction for SSID, QoS Tagging, special traffic like voice) at the AP	60.6) QoS tagging is done at the end points/traffic generating device/gateway device. Normally AccessPoint reads the QoS bid marking & gives priority levels as it receives as per IEEE 802.11e WMM protocol. Please confirm if our understanding is correct.	Bidder to comply with RFP terms and conditions.
79	64	Annexure-8 Scope of Work		64. Logging and auditing & Continuous Security Monitoring (All Sub-Points)	Is detailed logging required for all class of users (Registered users, Guests etc.)? Should billing for maintaining logs be kept separate or integrated into the pricing of the Managed WiFi commercials?	Bidder to quote total cost to the Bank in the Bill of Material.
80	65	Annexure-8 Scope of Work		64.2.6 The log file associated to be maintained for troubleshooting, forensic analysis, and compliance reporting.	We understand that this clause requirement is based on the IPDR (Internet protocol detailed report) as per DOT guidelines. Please confirm.	Bidder has to maintain and preserve the all type of logs for entire contract period at their premises only. At any point of time, bidder should submit the logs as per bank/regulatory requirement in required format such as Internet protocol detailed report etc.
81	66	Annexure-9 Functional & Technical Requirements	1. Functional and Technical Requirements	2. The Solution should have Centralized Authentication with Multi Factor authentication	Kindly share the authentication methods to be used.	Bidder to refer Annexure-8 Scope of Work & Annexure-9 Functional and Technical Requirement.



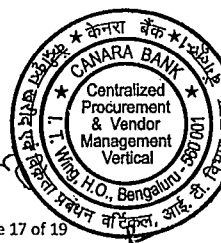
Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
82	66	Annexure-9 Functional & Technical Requirements	I. Functional and Technical Requirements	5. The Solution should have automatic failover should happen at access points level & also Controller	Please clarify whether do we have to consider 2 Access Points for failover of AP? Or With two power option (Adaptor as well as PoE)?	Bidder to refer Corrigendum.
83	66	Annexure-9 Functional & Technical Requirements	I. Functional and Technical Requirements	5. The Solution should have automatic failover should happen at access points level & also Controller	Single Link or Dual Link to be considered	Bidder to refer Corrigendum.
84	66	Annexure-9 Functional & Technical Requirements	I. Functional and Technical Requirements	6. The Solution should have encrypted packets from end to end.	Which type of packets- management/control traffic or user data traffic. Also require end points definition.	Bidder has to ensure that all traffic is encrypted from end to end.
85	67	Annexure-9 Functional & Technical Requirements	I. Functional and Technical Requirements	12. To deliver optimal bandwidth usage, reliable multicast must use single session between AP and Wireless Controller.	Need to understand the customer architecture requirement i.e. Customer expects a Central cloud managed setup or On Premise controller at there HQ. Also what are the usecases customer wants to address , the WIFI will be used for Guest Access or Employees or both	Bidder to refer Annexure-8 Scope of Work & Annexure-9 Functional and Technical Requirement.
86	67	Annexure-9 Functional & Technical Requirements	I. Functional and Technical Requirements	15. WLC performance should remain the same if encryption is on or off for wireless SSIDs.	Again , Need to understand the customer architecture requirement	Bidder to refer Annexure-8 Scope of Work & Annexure-9 Functional and Technical Requirement.
87	67	Annexure-9 Functional & Technical Requirements	I. Functional and Technical Requirements	20. The solution Should support AP location-based user access to control the locations where a wireless user can access the network	As per our understanding if a user is moving from one branch to another branch he needs to reauthenticate again. Please confirm if our understanding is correct.	Bidder to comply with RFP terms and conditions.
88	67	Annexure-9 Functional & Technical Requirements	I. Functional and Technical Requirements	22. The solution should detect and take appropriate containment action if a smartphone user using tethering to connect other device.	There is no possible way to achieve this. Kindly remove this clause.	Bidder to comply with RFP terms and conditions.
89	68	Annexure-9 Functional & Technical Requirements	I. Functional and Technical Requirements	24. The solution Should support SNMPv3, SSHv2 and SSL for secure management	Kindly allow other equivalent secured protocols like HTTPS as an option to SNMPv3. Every OEM uses a different secured protocols. Both the protocols are secured hence there will not be any compromise in security. Also, this will have wider participation of OEMs. We request you to kindly amend the clause as "The solution Should support SNMPv3 or equivalent, SSHv2 and SSL for secure management"	The Solution should support HTTPS,however,the Hardware deployed for proposed solution should support SNMPv3,SSHv3 & SSL for secure Management.
90	68	Annexure-9 Functional & Technical Requirements	I. Functional and Technical Requirements	24. The solution Should support SNMPv3, SSHv2 and SSL for secure management	Kindly allow other equivalent secured protocols like HTTPS as an option to SNMPv3. Every OEM uses a different secured protocols. Both the protocols are secured hence there will not be any compromise in security. Also, this will have wider participation of OEMs.	The Solution should support HTTPS,however,the Hardware deployed for proposed solution should support SNMPv3,SSHv3 & SSL for secure Management.
91	68	Annexure-9 Functional & Technical Requirements	I. Functional and Technical Requirements	28. The Access Point should 802.11 DFS certified	Requesting you to modify the clause as "The Access Point should complied with 802.11 DFS standard"	Bidder to refer Corrigendum.
92	71	Annexure - 11 Undertaking of Authenticity			In order to get an idea on probable BoQ, existing Infrastructurè Diagram is required	Bidder to comply with RFP terms and conditions.
93	75	Annexure-15 Bill of Material		No. of Locations (1000)	In Table A, Bidder has been asked to quote for 1000 Locations. We understand that the Bank means 1000 Access points has to be quoted for. Please confirm.	Here locations refers to branches/offices, bidder has to implement the Wi-Fi Solution in branches/Offices across PAN India.



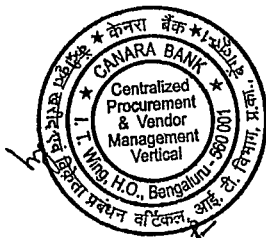
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94	75	Annexure-15 Bill of Material		Table-A Monthly Rental Amount per Location	The definition of a 'Location' is not clear in terms of what all cost elements need to be considered per location. Are all locations similarly sized which would enable bidder to but a single montly charge for all locations?	Here locations refers to branches/offices, bidder has to implement the Wi-Fi Solution in branches/Offices across PAN India.
95	89	Appendix F - Pre Contract Integrity Pact	9. Independent External Monitors	9.6.The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors() with confidentiality.	We suggest that a prior 30 days written notice before conducting any such Audit. Any such inspection shall be for the books and account in relation to the RFP only. Auditors have to be verified by Bank and audit shall be conducted by approved in compliance with applicable laws. Remote hands fees are applicable if audits are carried out for more than 4 hours a day. Any audit conducted by or on behalf of the Bank pursuant to this section, shall be conducted with the utmost integrity, employing an acceptable level of skill and technical knowledge. Bank shall, and shall cause its auditor to, (i) comply with any rules or requirements of Bidder governing access to an audited Bidder facility (including any security or safety rules); (ii) take all necessary care to avoid loss or damage to Bidder property; and (iii) prevent unnecessary and excessive consumption of Bidder personnel resources. Bank shall also indemnify, defend and hold Bidder harmless from any and all costs or expenses arising from any breach. Scripts shall not be allowed to run on shared infrastructure	Bidder to comply with RFP terms and conditions.
96	93	Appendix G - Draft Contract Agreement	6. Assignment	6.1.VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part; its obligations to perform under the Contract, except with the BANK's prior written consent. 6.2.If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract.	We propose that this clause shall be made mutual for both Parties	Bidder to comply with RFP terms and conditions.



Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
97	96	Appendix G - Draft Contract Agreement	11. Indemnity	11.1.The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of: 11.1.1.The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder; 11.1.2.Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;	We request the Bank to restrict this section only to claims arising from damage to tangible property, personal injury or death caused by such party's negligence or wilful misconduct. Suggested following clause: With respect to all claims including those for intellectual property claims, Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO/Order giving rise to the liability	Bidder to comply with RFP terms and conditions.
98	96	Appendix G - Draft Contract Agreement	11. Indemnity	11.2.The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution/Service supplied by them.	We request the Bank to cap the liability as below: With respect to all indemnity Claims including intellectual property claims, Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO giving rise to the liability.	Bidder to comply with RFP terms and conditions.
99	96	Appendix G - Draft Contract Agreement	11. Indemnity	11.2.2.The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.	While the indemnity clause refers to the liability cap, the actual limitation of liability clause does not feature in the contract document. Please propose the following limitation of liability clause to the Bank: i) The maximum aggregate liability of Service Provider/Vendor, with respect to all indemnity Claims under Section 11.1. and 11.2 including intellectual property claims, shall in no event exceeds, the most recent twelve (12) months of charges collected by Service Provider/Vendor pursuant to the applicable PO giving rise to the liability. ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue	Bidder to comply with RFP terms and conditions.



Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
100	98	Appendix G - Draft Contract Agreement	15. Right to Audit	<p>15.1. The selected bidder has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank /such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the selected bidder is required to submit such certification by such Auditors to the Bank. The selected bidder and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the selected bidder. The selected bidder shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.</p> <p>15.2. Where any deficiency has been observed during audit of the selected bidder on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the selected bidder shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution</p>	<p>Legal Suggestion: Bank to give prior 30 days written notice before conducting any such Audit. Any such inspection shall be for the books and account in relation to the RFP only. Auditors have to be verified by Bank and audit shall be conducted by approved in compliance with applicable laws. Remote hands fees are applicable if audits are carried out for more than 4 hours a day. Any audit conducted by or on behalf of the Bank pursuant to this section, shall be conducted with the utmost integrity, employing an acceptable level of skill and technical knowledge. Bank shall, and shall cause its auditor to, (i) comply with any rules or requirements of Bidder governing access to an audited Bidder facility (including any security or safety rules); (ii) take all necessary care to avoid loss or damage to Bidder property; and (iii) prevent unnecessary and excessive consumption of Bidder personnel resources. Bank shall also indemnify, defend and hold Bidder harmless from any and all costs or expenses arising from any breach. Scripts shall not be allowed to run on shared infrastructure</p>	<p>Bidder to comply with RFP terms and conditions.</p>
101					<p>We request Bank to kindly add the following clause, applicable for all criteria pertaining to bidder's credentials:</p> <p>"In case of Corporate Restructuring involving Business Transfer, all the Qualifying Requirements / Eligibility Criteria (or any other criteria pertaining to bidder's credentials) can be met by the bidding entity itself, or by the bidding entity's parent company (if the bidding entity is 100% owned subsidiary of the parent company) or by its 100% owned fellow subsidiary company. Supporting documents of the parent company's / fellow subsidiary company's credentials shall be acceptable for all the Eligibility Criteria and any other criteria requiring bidder's credentials to qualify for bidding."</p>	<p>Bidder to comply with RFP terms and conditions.</p>



Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank's Reply
102				NA	There is no format for MAF given in this tender. Since, Bank is asking for single window to monitor all Access Points, request you ask for MAF to bind the bidder & OEM relationship before RFP. There is a scope that bidder might deploy solution with numerous OEM but then that will be a problem to Bank to manage. Hence request you to share format for MAF of AP OEM.	Bidder to refer Annexure-2 Pre-Qualification Criteria Sl. No. 4 ISP Authorisation letter to be produced.
103				General	Kindly confirm the number of AP & users per branch	Bidder to refer Annexure-8 Scope of Work & Annexure-9 Functional and Technical Requirement.
104				General	Kindly share list of branches	Required details will shared with the successful bidder.
105				General	Kindly share total number of Access Points per branch	Bidder to refer Annexure-8 Scope of Work & Annexure-9 Functional and Technical Requirement.
106				General	Kindly share total number of users	Bidder to refer Annexure-8 Scope of Work & Annexure-9 Functional and Technical Requirement.
107				General	There is no format for MAF given in this tender. Since, Bank is asking for single window to monitor all Access Points, request you ask for MAF to bind the bidder & OEM relationship before RFP. There is a scope that bidder might deploy solution with numerous OEM but then that will be a problem to Bank to manage.	Bidder to comply with RFP terms and conditions.
108				General	Whether it will be a broad band connection or internet leased line?	Bidder to refer Annexure-8 Scope of Work
109				General	What will be the speed in MBPS required?	Bidder to refer Annexure-8 Scope of Work
110				General	Will the internet have to be provided centrally at one main office or at each branch offices.	Bidder to refer Annexure-8 Scope of Work
111				General	Total number of branch offices involved and location details/ address?	Bidder to refer Annexure-8 Scope of Work
112				General	Total access point required per branch and it's specs required.	Bidder to refer Annexure-8 Scope of Work & Annexure-9 Functional and Technical Requirement.
113				General	Can service class A, class B participate?	Bidder has to implement the solution across PAN India Locations as per the Scope of Work and Functional and Technical Requirements
114				Location detail for 1000 Branches	Kindly share the location detail along with PIN Code local contact person, this information will help us to complete teh NW feasibility. It will be great if you can share the Lat-Long/ location along with this information.	Bidder to comply with RFP terms and conditions. Details will be shared with the selected bidder.

Date: 03/05/2023

Place: Bengaluru

Assistant General Manager

