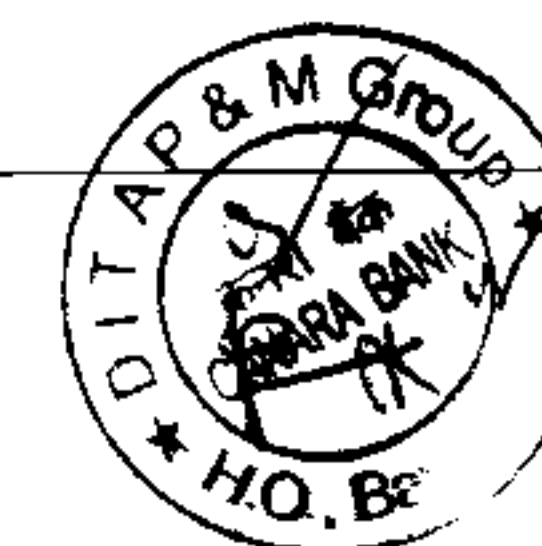
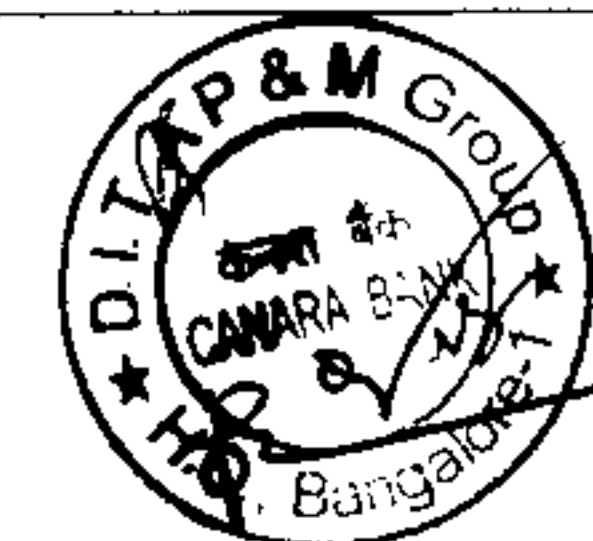


Sl. No.	Page No.	Clause No.	Clause	Query	Replies By Bank
1	3	Eligibility Criteria Point No. 3	The applicant must have established WAN connectivity for more than 500 locations across the country in multiple orders by using Leased Line/MPLS technology during the period of 01.04.2009 to 31.03.2012 for large corporate, Government Offices and Public Sector Units in that applicant must have established WAN connectivity for more than 150 locations across the country in a single order.	As per GOI rules prohibit reselling of B/W by system Integrator, thus MPLS/Lease Line provider has to deal with customer directly. SI only can manage and do monitoring services. Hence suggest you to change this clause to " The applicant must have managing WAN Connectivity for more than 300 Locations across the country in multiple orders during 01.04.2009 to 31.03.2012 for large corporate, Government offices and public Sector Units in that applicant must have managing WAN connectivity for more than 150 locations across the country in single order".	The bidder has to establish the WAN connectivity by supplying Network Equipments and commissioning the link. Hence the bidder has to comply with the EOI terms.
1	5	B	Scope of Empanelment	No suggestion has been made as to right to the Bidder/ qualified empanelled member to refuse to bid or undertake a particular Tender. Thus seek clarity on the same, otherwise there may be instances/ possibility of the adverse conclusion(including forfeiture of EMD) being drawn on the Bidder refusal to undertake a particular Bid.	Once empanelled, Bank expects all the empanelled vendors to respond positively for the limited tenders being floated from time to time.
2	7	8	EMD	Kindly clarify as whether BG or DD has to be given for the EMD. if its DD this would mean additional cost factor.	Tender Cost by way of DD. EMD inform of DD or BG, whichever suits the bidder.
3		General Terms	Penalty or LD	penalty or LD for failure of maintaining the SLA has not been mentioned in the RFP. Thus if these are suggested later need to be capped at 10% of the consideration received under relevant contract.	This clause is not applicable for the empanelment process. The appropriate LD clause will be mentioned in the respective RFP
4		General Terms	Limitation of Liability	The RFP does not contain the Limitation of Liability clause A clause for the Limitation of Liability has been suggested by Legal Team for insertion in the contract. The clause is as follows- "LIMITATION OF LIABILITY: HCL COMNET MAKES NO REPRESENTATION OR WARRANTY THAT ITS SCANNING SERVICE / AUDIT WILL DISCLOSE ALL VULNERABILITIES, AND THAT THE RECOMMENDATIONS MADE BY IT ARE FULL PROOF AND ERROR FREE. HCL COMNET HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL IT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT AND REMOTE DAMAGES OF ANY KIND, SUFFERED BY THE CLIENT OR ANY THIRD PARTY, FOR ANY REASON WHATSOEVER, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL HCL COMNET BE LIABLE FOR ANY CLAIM, WHETHER IN CONTRACT OR IN TORT, OR OTHERWISE, EXCEEDING THE FEES ACTUALLY PAID TO HCL COMNET BY THE CLIENT UNDER THIS AGREEMENT"	This clause is not applicable for the empanelment process. Appropriate Liability clause will be mentioned in the respective RFP.



5	General Terms	Non-Solicitation	A standard clause is recommended: "CANARA BANK shall not either directly or indirectly solicit, induce, recruit or encourage any of the bidders Personnel to leave their employment, or take away such personnel or attempt to solicit, induce, recruit, encourage or take away bidders Personnel either for themselves or for any other person or entity for a period of twenty four (24) months after the personnel has left employment of HCL. This obligation shall survive two-year after completion of the Agreement."	This clause is not applicable for the empanelment process. Appropriate Liability clause will be mentioned in the respective RFP.
6	General Terms	Disclaimer of Warranty	THE HCL MAKES NO WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES IN RESPECT OF PRODUCT/SERVICES PROVIDED HEREUNDER. ALL OTHER EXPRESS OR IMPLIED TERMS, CONDITIONS OR WARRANTIES AND LIABILITY IN RESPECT OF THE QUALITY, FITNESS OR CONDITION OF THE PRODUCT/SERVICES ARISING DIRECTLY OR INDIRECTLY FROM THE SUPPLY OR THEIR USE ARE EXCLUDED. THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. THE HCL SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE."	This clause is not applicable for the empanelment process. Appropriate clause will be mentioned in the respective RFP.
7	General Terms	Resolution of disputes	"a. The Parties agree that in the event any Dispute is not resolved in the ordinary course of business, the Parties shall in good faith attempt to resolve the Dispute through negotiation by their representatives. b. If a Dispute cannot be resolved by negotiation within 1 (one) month of commencement of negotiations, the Dispute may be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act 1996."	This clause is not applicable for the empanelment process. Appropriate clause will be mentioned in the respective RFP.
8	General Terms	Termination Clause	"In the event either Party has committed a material breach of any of the covenants, representations, warranties or other terms and conditions of this Contract or has materially defaulted in the performance of any of its obligations under this Contract, (provided that the non-breaching /non-defaulting Party has first given the other Party written notice of the grounds supporting the material breach or default and the breaching /defaulting Party has not cured, or has not commenced to cure in a reasonable manner and with all due speed, the material breach of default within thirty (30) days of receipt of such notice) the breaching / defaulting Party shall be held in default and the Contract shall be terminated by providing a notice of not less than 90days."	This clause is not applicable for the empanelment process. Appropriate clause will be mentioned in the respective RFP.
9	General Terms	Force Majeure	"Force Majeure, shall have the meaning as an event that is beyond the reasonable control of either Party and includes fires, flood, earthquakes, element of nature or acts of God, war, explosion, acts of terrorism, governmental action, change of regulation, riots, insurrection, strikes or labour disputes a. Bidder shall not be liable to the other for any breach or delay in the performance of its obligations hereunder if and to the extent that such breach or delay is caused due to a Force Majeure event. b. Upon occurrence of a Force Majeure event, the non-performing Party shall be excused from further performance of its obligations until such Force Majeure Event ceases to prevents or hinder the performance of those obligations, save and except the obligation of DRDO to pay the Bidder for the services already performed."	This clause is not applicable for the empanelment process. Appropriate clause will be mentioned in the respective RFP.



10	General Terms	Indemnities	<p>Both Parties hereby undertake to indemnify and keep indemnified, (and where a Party is so indemnifying it shall be the "Indemnifying Party") the other Party (a Party being indemnified shall be the "Indemnified Party") from and against any and all claims, requests for injunctive relief, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys' fees) brought by a third party under any theory of legal liability arising out of or related to any of the following: (i) actual or alleged use of the Services in violation of: (A) this Agreement, (B) any applicable Statement of Work, or (C) violation of applicable law; (ii) against any Losses suffered by the Indemnified party, arising out of any unaffiliated third party claim that the Services, Software and Materials or any part thereof provided by the Indemnifying Party constitutes an infringement or alleged infringement of the IPRs of a third party.</p> <p>1.1 Provided that the Indemnified Party shall:</p> <p>1.1.1 provide a prompt written notice, of its claim for indemnification to the indemnifying party, but no later than thirty Business Days before the date on which any response to legal process is due of such claim.</p> <p>1.1.2 provide the Indemnifying Party with reasonable assistance in defending the claim;</p> <p>1.1.3 make no admission/ settlement without Indemnifying Party's prior written consent;</p> <p>1.1.4 give the Indemnifying Party sole control of the litigation/ defense;</p> <p>1.1.5 not settle, agree to settle, or compromise any such claim, suit or proceeding without the prior written permission of Indemnifying Party.</p> <p>1.1.6 In the event that an indemnifying party is obliged to indemnify an Indemnified Party pursuant to this Agreement, the Indemnifying Party shall, upon fulfillment of its obligations with respect to the indemnified claim, be subrogated to the rights of the Indemnified Party with respect to the Claim.</p>	<p>This clause is not applicable for the empanelment process. Appropriate clause will be mentioned in the respective RFP.</p>
11	General Terms	Deemed ACCEPTANCE	<p>This will be suitably incorporated depending upon the delivery terms, wherein Acceptance Testing is an essential requirement for raising the invoices. Example as below: Notwithstanding anything contained hereinabove, where so agreed in a Service Schedule or PO , acceptance testing shall be performed in accordance with the test plan and acceptance criteria defined in the Service Schedule or PO; Trial tests will be conducted by HCL before initiation of acceptance testing. Unless acceptance test meets the acceptance criteria, HCL shall retest after identifying and rectifying the deficiencies (if any); If upon invitation by HCL the CUSTOMER has failed to nominate his representative to be present at the appointed time and place where acceptance test will be conducted, HCL shall conduct acceptance test and forward the success report to the Customer and the acceptance testing shall be deemed to be have been successful passed "Deemed Acceptance".</p>	<p>This clause is not applicable for the empanelment process. Appropriate clause will be mentioned in the respective RFP.</p>

Date : 09.07.2012

Place: Bangalore

[Handwritten Signature]
Deputy General Manager

