

Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
1	2	Bid Details in Brief	11. Earnest Money Deposit(Refundable)	EWD BG will be given by HCL 's authorized partner	Bidder has to comply with RFP Terms.
2	8	<u>2. Definitions:</u> Clause no. 2.2 Clause no. 2.4 Clause no. 3.0 Clause no. 4.0 Clause no. 5.1	RFP means Request for Proposal for Selection of Service Provider for Implementation, Integration, Migration and Maintenance of Secure Enterprise-Class Mailing Solution on ASP Hosted (OPEX) Model in Canara Bank.	Could M/s. Canara Bank clarify " ASP Hosted (OPEX) model in Canara Bank" refers to Enterprise Mail Solution provided, software as a service and not to be hosted in Canara Bank Premises / their DC premises.	The Mailing Solution should be provided, software as a service and not to be hosted in Canara Bank Premises / Data Centers.
3	8	<u>2. Definitions:</u> Clause no. 2.2 Clause no. 2.4 Clause no. 3.0 Clause no. 4.0 Clause no. 5.1	RFP means Request for Proposal for Selection of Service Provider for Implementation, Integration, Migration and Maintenance of Secure Enterprise-Class Mailing Solution on ASP Hosted (OPEX) Model in Canara Bank.	Could M/s. Canara Bank clarify " ASP Hosted (OPEX) model in Canara Bank" refers to Enterprise Mail Solution provided, software as a service and not to be hosted in Canara Bank Premises / their DC premises	The Mailing Solution should be provided, software as a service and not to be hosted in Canara Bank Premises / Data Centers.
4	8	<u>2. Definitions:</u> Clause no. 2.2 Clause no. 2.4 Clause no. 3.0 Clause no. 4.0 Clause no. 5.1	RFP means Request for Proposal for Selection of Service Provider for Implementation, Integration, Migration and Maintenance of Secure Enterprise-Class Mailing Solution on ASP Hosted (OPEX) Model in Canara Bank.	Could M/s. Canara Bank clarify " ASP Hosted (OPEX) model in Canara Bank" refers to Enterprise Mail Solution provided, software as a service and not to be hosted in Canara Bank Premises / their DC premises.	The Mailing Solution should be provided, software as a service and not to be hosted in Canara Bank Premises / Data Centers.
5	9	<u>7. Requirement Details</u>	7.2. Detailed technical specification and requirement for each of the above is furnished in Annexure-10 and Annexure-11. All the Services ordered for Selection of Service Provider for Implementation, Integration, Migration and Maintenance of Secure Enterprise-Class Mailing Solution on ASP Hosted (OPEX) Model should be available for 2 Years and should be renewable for 3 Years after completion of 2 Years (if contracted).	Most of the Enterprise Cloud Services are provided as 3Years and renewable for additional Two Years. Also clarify, if the bidder has to provide 5 Years upfront commitment for 3+2 Years Pricing	RFP Clause is modified as under: "7.2. Detailed technical specification and requirement for each of the above is furnished in Annexure-10 and Annexure-11. All the Services ordered for Selection of Service Provider for Implementation, Integration, Migration and Maintenance of Secure Enterprise-Class Mailing Solution on ASP Hosted (OPEX) Model should be available for 3 Years and should be renewable for 2 Years after completion of 3 Years (if contracted)."
6	9	<u>7. Requirement Details</u>	7.2. Detailed technical specification and requirement for each of the above is furnished in Annexure-10 and Annexure-11. All the Services ordered for Selection of Service Provider for Implementation, Integration, Migration and Maintenance of Secure Enterprise-Class Mailing Solution on ASP Hosted (OPEX) Model should be available for 2 Years and should be renewable for 3 Years after completion of 2 Years (if contracted).	Most of the Enterprise Cloud Services are provided as 3Years and renewable for additional Two Years. Also clarify, if the bidder has to provide 5 Years upfront commitment for 3+2 Years Pricing	RFP Clause is modified as under: "7.2. Detailed technical specification and requirement for each of the above is furnished in Annexure-10 and Annexure-11. All the Services ordered for Selection of Service Provider for Implementation, Integration, Migration and Maintenance of Secure Enterprise-Class Mailing Solution on ASP Hosted (OPEX) Model should be available for 3 Years and should be renewable for 2 Years after completion of 3 Years (if contracted)."



Pre-Bid Queries and Replies for RFP 20/2017-18 dated 09/11/2017 for Selection of Service Provider for Implementation, Integration, Migration and Maintenance of Secure Enterprise-Class Mailing Solution on ASP Hosted (OPEX) Model

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7	9	8. Scope of Work: 8.2. Project Completion and Management	8.2.2. Project implementation team should be conversant with local rules and conditions to resolve the issues, if any.	What are those local rules and conditions?	Clause is self explanatory.
8	9	7. Requirement Details	7.2. Detailed technical specification and requirement for each of the above is furnished in Annexure-10 and Annexure-11. All the Services ordered for Selection of Service Provider for Implementation, Integration, Migration and Maintenance of Secure Enterprise-Class Mailing Solution on ASP Hosted (OPEX) Model should be available for 2 Years and should be renewable for 3 Years after completion of 2 Years (if contracted).	Most of the Enterprise Cloud Services are provided as 3 Years and renewable for additional Two Years. Also clarify, if the bidder has to provide 5 Years upfront commitment for 3+2 Years Pricing	RFP Clause is modified as under: 7.2. Detailed technical specification and requirement for each of the above is furnished in Annexure-10 and Annexure-11. All the Services ordered for Selection of Service Provider for Implementation, Integration, Migration and Maintenance of Secure Enterprise-Class Mailing Solution on ASP Hosted (OPEX) Model should be available for 3 Years and should be renewable for 2 Years after completion of 3 Years (if contracted)."
9	9	7. Requirement Details	7.3. Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender.	Rates will vary if the quantities of the licenses or product vary, so need to come on a mutually agreed rate and quantities	Bidder has to comply with RFP Terms.
10	9	7. Requirement Details	7.3. Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender.	Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender.	Bidder has to comply with RFP Terms.
11	9	7. Requirement Details	7.1. d. Link Charges for Gateway with Ethernet (RJ-45) Hand-off	Since the Public Cloud Solutions are getting directly connected through Internet, additional Link/Bandwidth charges will not be applicable. Kindly please elaborate the requirement.	Please refer the Hardware / Software / Network Requirements Section in Page-59 of the RFP document.
12	9	7. Requirement Details	7.2. Detailed technical specification and requirement for each of the above is furnished in Annexure-10 and Annexure-11. All the Services ordered for Selection of Service Provider for Implementation, Integration, Migration and Maintenance of Secure Enterprise-Class Mailing Solution on ASP Hosted (OPEX) Model should be available for 2 Years and should be renewable for 3 Years after completion of 2 Years (if contracted).	Request for addition - " The Price of Renewal for next 3 years will Re-negotiated (Increase or Decrease) on the mutual agreed terms by both the parties (Bank and Bidder)" The increase or decrease of Per Profile cost will not exceed 25% of the current value.	RFP Clause is modified as under: 7.2. Detailed technical specification and requirement for each of the above is furnished in Annexure-10 and Annexure-11. All the Services ordered for Selection of Service Provider for Implementation, Integration, Migration and Maintenance of Secure Enterprise-Class Mailing Solution on ASP Hosted (OPEX) Model should be available for 3 Years and should be renewable for 2 Years after completion of 3 Years (if contracted)."



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13	9	7. Requirement Details	7.3. Bank reserves the right to increase or decrease the quantum of purchase by 25% in respect to the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender.	Request Bank to restrict the increase and decrease of quantum by 5%.	Bidder has to comply with RFP Terms.
14	9	7. Requirement Details	7.2. Detailed technical specification and requirement for each of the above is furnished in Annexure-10 and Annexure-11. All the Services ordered for Selection of Service Provider for Implementation, Integration, Migration and Maintenance of Secure Enterprise-Class Mailing Solution on ASP Hosted (OPEX) Model should be available for 2 Years and should be renewable for 3 Years after completion of 2 Years (if contracted).	We request Bank to provide 5 year confirm PO, as TCO evaluation is of 5 year.	RFP Clause is modified as under: "7.2. Detailed technical specification and requirement for each of the above is furnished in Annexure-10 and Annexure-11. All the Services ordered for Selection of Service Provider for Implementation, Integration, Migration and Maintenance of Secure Enterprise-Class Mailing Solution on ASP Hosted (OPEX) Model should be available for 3 Years and should be renewable for 2 Years after completion of 3 Years (if contracted)."
15	14	16. Make and Models:	It is mandatory to provide make & model of all the items and their subcomponents as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required information by just brand name is not enough. Bidder should not quote hardware which is already End of Sale. Bidder also should not quote hardware which are impending End of Sale.	In a Cloud environment it is not possible to provide the make & model of all the components. The necessary infrastructure required to provide the required outcome and maintain SLA would be provided. We would request to drop this clause.	Bidder has to comply with RFP Terms.
16	14	15. Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD:	15.2. In case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D.	Please remove extension of validity of EMD	Bidder has to comply with RFP Terms.



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17	14	15	<p>The EMD may be forfeited/ Bank Guarantee may be invoked: 15.5.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document. 15.5.2. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP. 15.5.3. If the bidder/s fails to participate in Online Reverse Auction or fails to login in Reverse auction process.</p>	<p>The EMD may be forfeited/ Bank Guarantee may be invoked: 15.5.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document due to reasons solely attributable to the bidder and despite Bank's adequate consideration of Bidder's deviations. 15.5.2. If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP due to reasons solely attributable to the bidder and despite Bank's adequate consideration of Bidder's deviations. 15.5.3. If the bidder/s fails to participate in Online Reverse Auction or fails to login in Reverse auction process due to reasons solely attributable to the bidder and despite Bank's adequate consideration of Bidder's deviations.</p>	<p>Bidder has to comply with RFP Terms.</p>
18	14	16. Make and Models:	<p>It is mandatory to provide make & model of all the items and their subcomponents as has been sought in the technical specification. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of make, model of the items offered. Please note that substituting required information by just brand name is not enough. Bidder should not quote hardware which is already End of Sale. Bidder also should not quote hardware which are impending End of Sale.</p>	<p>Request for Append " Bidder also should not quote hardware which are impending End of sale before Contract period"</p>	<p>Bidder has to comply with RFP Terms.</p>



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19	15	17. Software Version:	The bidder should ensure usage of latest licensed software with proper updates/patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote Software which is already End of Sale. Bidder also should not quote Software which are impending End of Sale.	Request for Append " Bidder also should not quote Software which are impending End of sale before Contract period"	Bidder has to comply with RFP Terms.
20	18	32. Bid Validity Period:	The Offer submitted and the prices quoted therein shall be valid for 180 days from the date of opening of Commercial Bid (indicative). Bid valid for any shorter period shall be rejected by the Bank.	The Offer submitted and the prices quoted therein shall be valid for 180-30 days from the date of opening of Commercial Bid (indicative). Bid valid for any shorter period shall be rejected by the Bank	Bidder has to comply with RFP Terms.
21	20	31. Determination of L1 Price:	31.3. <u>Online Reverse Auction:</u> 31.3.6. The L1 bidder emerging at the end of the Reverse Auction process shall be required to submit the break-up of their Final price (last bid price) again as per Annexure-19 within 2 working days. Failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeiture of the EMD with the Bank, which may please be noted.	Request for modification - number of days from 2days to 4 days.	Bidder has to comply with RFP Terms.
22	23	40. Security Deposit / Performance Bank Guarantee:	40.1. The successful bidder should submit a Security Deposit / Performance Guarantee for 10% of total value of the contract within 15 days from the date of acceptance of the Order.	What is the period of warranty in this clause to return the security deposit of 10%?	Bidder has to submit the performance Bank Guarantee for 3 Years
23	23	40. Security Deposit / Performance Bank Guarantee:	40.2. If the Security Deposit / Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (Plus GST) for each completed calendar week of delay or part thereof on the value of the order (Exclusive of Taxes) will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% (Plus GST) of the total order value (Exclusive of Taxes).	Total penalty should be 0.5% of the total order value	Bidder has to comply with RFP Terms.



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24	23	40. Security Deposit / Performance Bank Guarantee:	40.4. Security Deposit/Performance Bank Guarantee should be valid for Five years from the date of acceptance of Project and shall be retained till the completion of contract period. The guarantee should also contain a claim period of Three months from the last date of validity.	Kindly remove - The guarantee should also contain a claim period of three months from last date of validity	Bidder has to comply with RFP Terms.
25	23	40. Security Deposit / Performance Bank Guarantee:	40.6. The security deposit / bank guarantee will be returned to the bidder on completion of Warranty Period.	Remove - on completion of warranty period add- on completion of contract period	RFP Clause is modified as under: "40.6. The security deposit / bank guarantee will be returned to the bidder on completion of contract Period."
26	23	40. Security Deposit / Performance Bank Guarantee:	40.7. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.	Needs to be added- Bidder also has to mutually agree for the invoking of the bank guarantee	Bidder has to comply with RFP Terms.
27	23	40. Security Deposit / Performance Bank Guarantee:	Security Deposit/Performance Bank Guarantee	PBG will be given by HCL's authorized partner	Bidder has to comply with RFP Terms.
28	23	40. Security Deposit / Performance Bank Guarantee:	40.4. Security Deposit/Performance Bank Guarantee should be valid for Five years from the date of acceptance of project and shall be retained till the completion of contract period. The guarantee should also contain a claim period of Three months from the last date of validity.	We request to change the PBG period to 3 years	RFP Clause is modified as under: "40.4. Security Deposit/Performance Bank Guarantee should be valid for Five years from the date of acceptance of project and shall be retained till the completion of contract period. The guarantee should also contain a claim period of Three months from the last date of validity."
29	23	40. Security Deposit / Performance Bank Guarantee:	40.2. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (Plus GST) for each completed calendar week of delay or part thereof on the value of the order (Exclusive of Taxes) will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% (Plus GST) of the total order value (Exclusive of Taxes).	Request to reduce the penalty clause to 0.5% of TOV.	Bidder has to comply with RFP Terms.



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30	24	42. Implementation, Integration, Migration and Commissioning:	42.1. The successful bidder should ensure implementation, integration & commissioning of the entire solution, along with the migration of existing email data, and complete all works as specified in the Scope of Work of this RFP within One Month from the date of acceptance the Purchase Order.	The implementation, integration & commissioning of the solution is dependent on a number of parameters (bandwidth, total data size to be migrated, hardware availability etc) Would the bank be okay to discuss & agree on the timelines for completing the project at a later date with the successful bidder?	RFP Clause is modified as under: *42.1 The successful bidder should ensure implementation, integration & commissioning of the entire solution, along with the migration of existing email data, and complete all works as specified in the Scope of Work of this RFP within Three Months from the date of acceptance the Purchase Order.*
31	24	42. Implementation, Integration, Migration and Commissioning:	42.1. The successful bidder should ensure implementation, integration & commissioning of the entire solution, along with the migration of existing email data, and complete all works as specified in the Scope of Work of this RFP within One Month from the date of acceptance the Purchase Order.	Is the implementation of the entire solution needs to be completed along with the migration of the entire mailboxes to new solution with in this one month? It seems there are many mailboxes. Please elaborate the word " all works " .	RFP Clause is modified as under: *42.1 The successful bidder should ensure implementation, integration & commissioning of the entire solution, along with the migration of existing email data, and complete all works as specified in the Scope of Work of this RFP within Three Months from the date of acceptance the Purchase Order.*
32	24	43. Acceptance:	Whole clause	Please elaborate on acceptance criteria. Is it deemed accepted when all mail boxes migrated and then only payment will be released?	The project acceptance sign-off will be done only on migrating all existing mailboxes along with the compliance archival data and once all features and specifications as specified in the RFP is complied. The one-time implementation charges will be released only on the successful sign-off of the project. The Contract start date will be from the date of project acceptance sign-off.
33	24	42. Implementation, Integration, Migration and Commissioning:	42.1. The successful bidder should ensure implementation, integration & commissioning of the entire solution, along with the migration of existing email data, and complete all works as specified in the Scope of Work of this RFP within One Month from the date of acceptance the Purchase Order.	The implementation, integration & commissioning of the solution is dependent on a number of parameters (bandwidth, total data size to be migrated, hardware availability etc) Would the bank be okay to discuss & agree on the timelines for completing the project at a later date with the successful bidder?	RFP Clause is modified as under: *42.1 The successful bidder should ensure implementation, integration & commissioning of the entire solution, along with the migration of existing email data, and complete all works as specified in the Scope of Work of this RFP within Three Months from the date of acceptance the Purchase Order.*



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34	24	42. Implementation, Integration, Migration and Commissioning:	42.2. Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the solution to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. However, if the hardware/software items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Contract should be applicable to the altered locations also.	Please confirm since it is a cloud solution, is there any multilocation delivery that Bank is expecting. Please clarify	In case, the integration is proposed over a dedicated Leased Line / MPLS Connectivity and for the integration of the solution with the Bank's AD Infrastructure, the Bidder shall provide the required Network Infrastructure as mentioned in the RFP from the Cloud to Bank's DC and DRG locations. Other than that, the Bank is not expecting any multilocation delivery.
35	24	42. Implementation, Integration, Migration and Commissioning:	42.1. The successful bidder should ensure implementation, integration & commissioning of the entire solution, along with the migration of existing email data, and complete all works as specified in the Scope of Work of this RFP within One Month from the date of acceptance the Purchase Order.	The implementation, integration & commissioning of the solution is dependent on a number of parameters (bandwidth, total data size to be migrated, hardware availability etc) Would the bank be okay to discuss & agree on the timelines for completing the project at a later date with the successful bidder?	RFP Clause is modified as under: "42.1 The successful bidder should ensure implementation, integration & commissioning of the entire solution, along with the migration of existing email data, and complete all works as specified in the Scope of Work of this RFP within Three Months from the date of acceptance the Purchase Order."
36	24	41. Execution of Agreement.	Execution of Agreement	We request Bank to share the format to have the internal Legal vetting	Shall be shared with the successful bidder.
37	24	42. Implementation, Integration, Migration and Commissioning:	42.1. The successful bidder should ensure implementation, integration & commissioning of the entire solution, along with the migration of existing email data, and complete all works as specified in the Scope of Work of this RFP within One Month from the date of acceptance the Purchase Order.	Implementation, migration and integration timeline is just 1 month from the date of PO, is this negotiable? We require 6 months for all these activities	RFP Clause is modified as under: "42.1 The successful bidder should ensure implementation, integration & commissioning of the entire solution, along with the migration of existing email data, and complete all works as specified in the Scope of Work of this RFP within Three Months from the date of acceptance the Purchase Order."
38	24	42. Implementation, Integration, Migration and Commissioning:	42.1. The successful bidder should ensure implementation, integration & commissioning of the entire solution, along with the migration of existing email data, and complete all works as specified in the Scope of Work of this RFP within One Month from the date of acceptance the Purchase Order.	1 Month is including design, implementation, integration and migration of the last mailbox, is that correct? We require 6 months for all these activities	RFP Clause is modified as under: "42.1 The successful bidder should ensure implementation, integration & commissioning of the entire solution, along with the migration of existing email data, and complete all works as specified in the Scope of Work of this RFP within Three Months from the date of acceptance the Purchase Order."



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39	24	42. Implementation, Integration, Migration and Commissioning:	42.1. The successful bidder should ensure implementation, integration & commissioning of the entire solution, along with the migration of existing email data, and complete all works as specified in the Scope of Work of this RFP within One Month from the date of acceptance the Purchase Order.	Request for Extended of Complete all Scope of work within Three (3) month from the date of acceptance the purchase order.	RFP Clause is modified as under: "42.1 The successful bidder should ensure implementation, integration & commissioning of the entire solution, along with the migration of existing email data, and complete all works as specified in the Scope of Work of this RFP within Three Months from the date of acceptance the Purchase Order."
40	25	44. Uptime:	44.1. The bidder shall guarantee a 24x7x365 availability with monthly uptime of 99.9% for the solution as specified in Annexure-10, during the period of the Contract, if contracted, which shall be calculated on monthly basis.	Please provide Uptime and downtime calculations	Please refer to Point 44.5 in Page-25 of the RFP document.
41	25	NA	NA	How is the downtime calculation will be done for the penalty clauses?	Please refer to Point 44.5 in Page-25 of the RFP document.
42	25	45. Penalties/Liquidated Damages:	45.1. Penalties/Liquidated damages for delay Implementation, Integration, Migration and Commissioning: 45.1.2. However, the total Penalty/LD to be recovered under above clauses 45.1.1 shall be restricted to 10%(Plus GST) of the total value of the order(exclusive of Taxes).	shall be restricted to 5% of total annual value of order Add- SUBJECT TO THE ABOVE AND NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE CONTAINED HEREIN, THE MAXIMUM AGGREGATE LIABILITY OF WIPRO SHALL BE, REGARDLESS OF THE FORM OF CLAIM, THE CONSIDERATION RECEIVED BY WIPRO FOR THE SOW TO WHICH THE CLAIM RELATES DURING THE PRECEDING THREE (3) MONTHS	Bidder has to comply with RFP Terms.
43	25	45. Penalties/Liquidated Damages:	45.1. Penalties/Liquidated damages for delay Implementation, Integration, Migration and Commissioning: 45.1.2. However, the total Penalty/LD to be recovered under above clauses 45.1.1 shall be restricted to 10%(Plus GST) of the total value of the order(exclusive of Taxes).	Maximum Aggregate Penalty to be capped at 3% of the contract value of the defaulting/delayed deliverables.	Bidder has to comply with RFP Terms.
44	25	45. Penalties/Liquidated Damages:	45.2. Penalties/Liquidated damages for onsite resources:	Maximum Aggregate Penalty to be capped at 3% of the contract value of the defaulting/delayed deliverables.	Bidder has to comply with RFP Terms.



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45	25	42. Implementation, Integration, Migration and Commissioning:	42.3. The installation will be deemed as incomplete if any component of the hardware or software is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted and the warranty period will not commence. The installation will be accepted only after complete commissioning of hardware.	As per the OpeX model, the services are offered on subscription basis and the installation need to be declared as complete once the active users are enabled and complete the scope of work and not related to adoption.	The project acceptance sign-off will be done only on migrating all existing mailboxes along with the compliance archival data and once all features and specifications as specified in the RFP is complied. The one-time implementation charges will be released only on the successful sign-off of the project. The Contract start date will be from the date of project acceptance sign-off.
46	25	44. Uptime:	Whole Clause	Shall be given as per the OEM policy	Bidder has to comply with RFP Terms.
47	25	45. Penalties/Liquidated Damages:	45.1. Penalties/Liquidated damages for delay Implementation, Integration, Migration and Commissioning: 45.1.1. Non-compliance of the Implementation, Integration, Migration and Commissioning as per clause (42.1) will result in the Bank imposing penalty of 0.50% (Plus GST) on delay on installation per week or part thereof, on the invoice value (exclusive of Taxes) location/office address wise. 45.1.2. However, the total Penalty/LD to be recovered under above clauses 45.1.1 shall be restricted to 10%(Plus GST) of the total value of the order(exclusive of Taxes).	We request to amend the same to 0.5% per week to maximum of 5% of undelivered/Uninstalled /Un-rectified item	Bidder has to comply with RFP Terms.
48	25	45. Penalties/Liquidated Damages:	45.2. Penalties/Liquidated damages for onsite resources:	To to be removed	Bidder has to comply with RFP Terms.
49	25	45. Penalties/Liquidated Damages:	45.2. Penalties/Liquidated damages for onsite resources: In case the resources goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the Bidder to ensure that regular functioning of the branch/office does not hamper. In case replacements are not arranged, bank shall pay only the proportionate amount of Resident resource charges during the particular month. The Bank shall also impose a penalty of 0.5% of the Resident resource charges payable to the Bidder for that quarter for each week and part thereof of absence. However, total penalty under this clause will be limited to 50% of the total charges payable for Resident Resource charges for that quarter.	We request that Max. Penalty deduction mentioned under this clause for a quarter shall be limited to 5% of the total charges payable for resident resource for that quarter. However these deductions are limited to respective quarters only and will not be carried forward to subsequent quarters in case of penalty charges exceeds the limit of 5%.	Bidder has to comply with RFP Terms.



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50	26	45. Penalties/Liquidated Damages: 45.3. Penalties/Liquidated damages for not maintaining uptime :	Penalties/LD for not maintaining uptime: 99.90% to 100% No Penalty would be deducted 98.99% to <99.90% 0.10%(Plus GST) on total order value for every hour or part thereof. 98.50% to <98.99% 0.20%(Plus GST) on total order value for every hour or part thereof. 97.99% to <98.50% 0.30%(Plus GST) on total order value for every hour or part thereof. 97.95% to <97.99% 0.50% (Plus GST) on total order value for every hour or part thereof. <97.95% 1.00%(Plus GST) on total order value for every hour or part thereof.	Since the uptime is calculated by the bank on a monthly basis, could the bank clarify if the penalty calculation considered is 1) on the monthly basis of the payment associated for Enterprise Class Mailing solution.	Kindly refer the Amendment
51	26	45. Penalties/Liquidated Damages: 45.3. Penalties/Liquidated damages for not maintaining uptime :	Penalties/LD for not maintaining uptime: 99.90% to 100% No Penalty would be deducted 98.99% to <99.90% 0.10%(Plus GST) on total order value for every hour or part thereof. 98.50% to <98.99% 0.20%(Plus GST) on total order value for every hour or part thereof. 97.99% to <98.50% 0.30%(Plus GST) on total order value for every hour or part thereof. 97.95% to <97.99% 0.50% (Plus GST) on total order value for every hour or part thereof. <97.95% 1.00%(Plus GST) on total order value for every hour or part thereof.	Since public cloud based SAAS providers measure SLAs with 1 decimal point, could the bank revise the SLA slabs to reflect range with 1 decimal place? Range < 99.9% < 99.0% < 95.0%	Kindly refer the Amendment
52	26	45. Penalties/Liquidated Damages: 45.3. Penalties/Liquidated damages for not maintaining uptime :	45.3.2. The maximum penalty levied as per above clause (45.3.1) shall not be more than the 50%(Plus GST) of amount payable for that year (exclusive of Taxes) for one Year.	Request Canara Bank to reduce the maximum penalty to 25% (plus GST) of the amount payable (exclusive of taxes) for one Month.	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
53	26	45.3. Penalties/Liquidated Damages: Penalties/Liquidated damages for not maintaining uptime :	99.90% to 100% No Penalty would be deducted 98.99% to <99.90% 0.10%(Plus GST) on total order value for every hour or part thereof. 98.50% to <98.99% 0.20%(Plus GST) on total order value for every hour or part thereof. 97.99% to <98.50% 0.30%(Plus GST) on total order value for every hour or part thereof. 97.95% to <97.99% 0.50% (Plus GST) on total order value for every hour or part thereof. <97.95% 1.00%(Plus GST) on total order value for every hour or part thereof.	Request Canara Bank to change Penalty Amount from "total order value" to " Monthly Recurring Charges" for calculating the penalty amount.	Kindly refer the Amendment
54	26	45. Penalties/Liquidated Damages: Penalties/Liquidated damages for not maintaining uptime :	<u>Penalties/LD for not maintaining uptime:</u> 99.90% to 100% No Penalty would be deducted 98.99% to <99.90% 0.10%(Plus GST) on total order value for every hour or part thereof. 98.50% to <98.99% 0.20%(Plus GST) on total order value for every hour or part thereof. 97.99% to <98.50% 0.30%(Plus GST) on total order value for every hour or part thereof. 97.95% to <97.99% 0.50% (Plus GST) on total order value for every hour or part thereof. <97.95% 1.00%(Plus GST) on total order value for every hour or part thereof.	This will be Microsoft's Public Cloud MS O365/DC, hence any uptime related issues bidder will have no control. Bidder can be penalised only for the services bidder is providing like Implementation/Support	Bidder has to comply with RFP Terms.
55	26	45. Penalties/Liquidated Damages: Penalties/Liquidated damages for not maintaining uptime :	<u>Penalties/LD for not maintaining uptime:</u> 99.90% to 100% No Penalty would be deducted 98.99% to <99.90% 0.10%(Plus GST) on total order value for every hour or part thereof. 98.50% to <98.99% 0.20%(Plus GST) on total order value for every hour or part thereof. 97.99% to <98.50% 0.30%(Plus GST) on total order value for every hour or part thereof. 97.95% to <97.99% 0.50% (Plus GST) on total order value for every hour or part thereof. <97.95% 1.00%(Plus GST) on total order value for every hour or part thereof.	Since public cloud based SAAS providers measure SLAs with 1 decimal point, could the bank revise the SLA slabs to reflect range with 1 decimal place?	Kindly refer the Amendment



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
56	26	45. Penalties/Liquidated Damages: 45.3. Penalties/Liquidated damages for not maintaining uptime :	45.3.3. If 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. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the bidder.	Please Remove- The right of termination shall be in addition to the penalty	Bidder has to comply with RFP Terms.
57	26	45. Penalties/Liquidated Damages:	45.4. Penalties/Liquidated Damages for non-performance: If the specifications of the RFP are not met by the bidder during various tests, the 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.	Non performance factor will be clarified during the POC phase only and after implementation of the solution, if the bank want to go back to old solution then TtM cost of efforts involved will be applied	Bidder has to comply with RFP Terms.
58	26	45. Penalties/Liquidated Damages:	45.5. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other 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.	Kindly remove the clause	Bidder has to comply with RFP Terms.
59	26	45. Penalties/Liquidated Damages:	45.6. All the above LDs are independent of each other and are applicable separately and concurrently.	All LDs should not be applicable separately and concurrently, hence needs to be removed	Bidder has to comply with RFP Terms.
60	26	45. Penalties/Liquidated Damages:	45.3. Penalties/Liquidated damages for not maintaining uptime :	Maximum Aggregate Penalty to be capped at 3% of the contract value of the defaulting/delayed deliverables.	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
61	26	48. Order Cancellation/Termination of Contract:	Whole clause	Request ninety days' notice period for termination for convenience Request to add the following, "Either Party shall have the right to terminate this Agreement at any time in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days. In any event of termination by customer, the Bidder shall be paid for the: 1. goods delivered 2. services rendered 3. work in progress 4. unpaid AMCs 5. third party orders in pipeline which cannot be cancelled despite Bidder's best efforts 5. unrecovered investments shall be paid by customer as per termination schedule till the date of termination."	Bidder has to comply with RFP Terms.
62	26	45. Penalties/Liquidated Damages: 45.3. Penalties/Liquidated damages for not maintaining uptime :	<u>Penalties/LD for not maintaining uptime:</u> 99.90% to 100% No Penalty would be deducted 98.99% to <99.90% 0.10%(Plus GST) on total order value for every hour or part thereof. 98.50% to <98.99% 0.20%(Plus GST) on total order value for every hour or part thereof. 97.99% to <98.50% 0.30%(Plus GST) on total order value for every hour or part thereof. 97.95% to <97.99% 0.50% (Plus GST) on total order value for every hour or part thereof. <97.95% 1.00%(Plus GST) on total order value for every hour or part thereof.	In public Cloud, bidder will not have control on the uptime. Hence the penalty clause to be amended as : "If the Bidder/OEM fails to maintain the guaranteed uptime, Penalty for uptime will be deducted and OEM to have a back to back agreement with Bank on uptime."	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
63	26	45. Penalties/Liquidated Damages: 45.3. Penalties/Liquidated damages for not maintaining uptime :	<u>Penalties/LD for not maintaining uptime:</u> 99.90% to 100% No Penalty would be deducted 98.99% to <99.90% (Plus GST) on total order value for every hour or part thereof. 98.50% to <98.99% (Plus GST) on total order value for every hour or part thereof. 97.99% to <98.50% (Plus GST) on total order value for every hour or part thereof. 97.95% to <97.99% (Plus GST) on total order value for every hour or part thereof. <97.95% (Plus GST) on total order value for every hour or part thereof.	Since public cloud based SaaS providers measure SLAs with 1 decimal point, could the bank revise the SLA slabs to reflect range with 1 decimal place? Range < 99.9%, < 99.0% , < 95.0%	Kindly refer the Amendment
64	26	45. Penalties/Liquidated Damages:	45.3. Penalties/Liquidated damages for not maintaining uptime :	Shall be given as per the OEM policy	Bidder has to comply with RFP Terms.
65	26	45. Penalties/Liquidated Damages: 45.3. Penalties/Liquidated damages for not maintaining uptime :	45.3.3. If 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. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the bidder.	This clause to be removed	Bidder has to comply with RFP Terms.
66	26	45. Penalties/Liquidated Damages:	45.3. Penalties/Liquidated damages for not maintaining uptime : 45.3.2. The maximum penalty levied as per above clause (45.3.1) shall not be more than the 50% (Plus GST) of amount payable for that year (exclusive of Taxes) for one Year.	Request for amend in clause - Maximum penalty clause to restrict to 10% (Plus GST) of amount payable for that year.	Bidder has to comply with RFP Terms.
67	26	46. Pricing & Payments:	46.3. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract including warranty period.	Request you to amend the clause "Escalation in price is permitted for Justified reason whatsoever, at the time of renewal. Price of Renewal for next 3 years will Renegotiated (Increase or Decrease) on the mutual agreed terms by both the parties (Bank and Bidder)" The Increase or decrease of Per Profile cost will not exceed 25% of the current value.	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
68	26	45. Penalties/Liquidated Damages: 45.3.1. If the bidder fails to maintain the guaranteed uptime, Penalty for uptime will be deducted as under:	Penalties/LD for not maintaining uptime: 99.90% to 100% No Penalty would be deducted 98.99% to <99.90% 0.10%(Plus GST) on total order value for every hour or part thereof. 98.50% to <98.99% 0.20%(Plus GST) on total order value for every hour or part thereof. 97.99% to <98.50% 0.30%(Plus GST) on total order value for every hour or part thereof. 97.95% to <97.99% 0.50% (Plus GST) on total order value for every hour or part thereof. <97.95% 1.00%(Plus GST) on total order value for every hour or part thereof.	All SLAs will be a flow down from ASP to the bank since DD is just a reseller in the deal. We will provide all the required SLA documents of ASP for Bank's review.	Bidder has to comply with RFP Terms.
69	26	45. Penalties/Liquidated Damages: 45.3. Penalties/Liquidated damages for not maintaining uptime :	45.3.2. The maximum penalty levied as per above clause (45.3.1) shall not be more than the 50% (Plus GST) of amount payable for that year (exclusive of Taxes) for one Year.	We request that Max. Penalty deduction mentioned under this clause shall be limited to 5% of the quarterly bills of "Enterprise mailing Solution Service". However these deductions are limited to respective quarter only and will not be carried forward to subsequent quarters in case of penalty charges exceeds the limit of 5%.	Bidder has to comply with RFP Terms.
70	27	47. Payment Terms:	47.1. Payment Terms 1. One-time Implementation, Integration & Migration Charges --100% 2. Enterprise Mailing Solution Service --Quarterly 3. Bulk Mailing Services --100% 4. Link Charges for Gateway with Ethernet (RJ-45) Hand-off --100% 5. Onsite Resource -- Quarterly	Most of the Enterprise Cloud Services charge payment terms as Yearly in Advance. Requesting Bank to reconsider the payment terms as Yearly in Advance.	Bidder has to comply with RFP Terms.
71	27	47. Payment Terms:	47.1. Payment Terms 1. One-time Implementation, Integration & Migration Charges --100% 2. Enterprise Mailing Solution Service --Quarterly 3. Bulk Mailing Services --100% 4. Link Charges for Gateway with Ethernet (RJ-45) Hand-off --100% 5. Onsite Resource -- Quarterly 47.4. Bank will not pay any amount in advance.	Is there any limitation of Value for the One-Time Implementation charges that can be claimed by the Vendors.	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
72	27	<u>47. Payment Terms:</u>	<p>47.1. Payment Terms 1. One-time Implementation, Integration & Migration Charges --100% 2. Enterprise Mailing Solution Service --Quarterly 3. Bulk Mailing Services --100% 4. Link Charges for Gateway with Ethernet (RJ-45) Hand-off --100% 5. Onsite Resource -- Quarterly</p>	<p>Most of the Enterprise Cloud Services charge payment terms as Yearly in Advance. Requesting Bank to reconsider the payment terms as Yearly in Advance</p>	<p>Bidder has to comply with RFP Terms.</p>
73	41	<u>Annexure-3 Eligibility Criteria Declaration</u> <u>Criteria no. 9</u>	<p>Eligibility Criteria: The Bidder should have experience of having managed the solution proposed to the Bank with a minimum of 3000 mailboxes in any Scheduled Commercial Banks/PSUs/Government Departments in India during the immediate preceding 4 years (2013-14, 2014-15, 2015-16 & 2016-17). Documents to be submitted: The bidder shall provide the details of contract which are still valid. Work Orders & reference letters of Satisfactory Performance from the Clients as per format provided has to be submitted along with documentary proof.</p>	<p>Request Bank to modify the clause as " The bidders should have experience of having managed the solution proposed to the Bank with a minimum of 1000 mailboxes in any scheduled commercial banks / /PSUs/Government department in India during the immediate preceding 4 years (2013-14, 2014-15, 2015-16 & 2016-17)"</p>	<p>Eligibility Criteria is modified as under: The Bidder should have experience of having managed the solution proposed to the Bank with a minimum of 3000 mailboxes in any Scheduled Commercial Banks/PSUs/Government Departments/ Multi-National Corporates in India during the immediate preceding 4 years (2013-14, 2014-15, 2015-16 & 2016-17). Documents to be submitted: The bidder shall provide the details of contract which are still valid. Work Orders & reference letters of Satisfactory Performance from the Clients as per format provided has to be submitted along with documentary proof.</p>
74	27	<u>47. Payment Terms:</u>	<p>47.1. Payment Terms 1. One-time Implementation, Integration & Migration Charges --100% 2. Enterprise Mailing Solution Service --Quarterly 3. Bulk Mailing Services --100% 4. Link Charges for Gateway with Ethernet (RJ-45) Hand-off --100% 5. Onsite Resource -- Quarterly</p>	<p>Is the first payment after migrating of all the user mailboxes to the new solution? Or the payment will be in % of batches based on the % of user mailboxes migrated?</p>	<p>The project acceptance sign-off will be done only on migrating all existing mailboxes along with the compliance archival data and once all features and specifications as specified in the RFP is completed. The one-time implementation charges will be released only on the successful sign-off of the project. The Contract start date will be from the date of project acceptance sign-off.</p>
75	27	<u>47. Payment Terms:</u>	<p>47.1. Payment Terms C. Bulk Mailing Services --100%</p>	<p>Will the payment made after the first set of Bulk mails sent successfully as the bulk mailing is an ongoing activity?</p>	<p>Bank will place the order as and when required on the prices quoted in the finalised Bill of Material. 100% Payment will be made for the Bulk mails successfully delivered.</p>



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
76	41	Annexure-3 <u>Eligibility Criteria Declaration</u> Criteria no. 1	<u>Eligibility Criteria:</u> The Data Centre where the proposed Solution will be hosted should be located in India with a suitable DR Setup in India for Business Continuity Purpose at a different seismic zone, with required hardware, software, application software and connectivity etc. <u>Documents to be submitted:</u> Location details and Proof for DC & DR setup to be submitted.	what is scope of BCP and DR and what are your requirements on the same?	Bidder has to comply with RFP Terms.
77	27	47. Payment Terms:	47.1. Payment Terms a. One-time Implementation, Integration & Migration Charges -- 100%	There is no mention of what % of the total deal value this amount can be comprised of. Will there be a limit set for the money value for this task on the total deal value.	Bidder has to comply with RFP Terms.
78	27	47. Payment Terms:	47.1. Payment Terms b. Enterprise Mailing Solution Service -- Quarterly	as per Microsoft EA agreement, the partner has to pay them yearly in advance. This will require hedging to be done by the vendor for the future payments for 5 years, can this term be relaxed	Bidder has to comply with RFP Terms.
79	27	47. Payment Terms:	47.4. Bank will not pay any amount in advance.	Most of the Enterprise Cloud Services charge payment terms as Yearly in Advance. Requesting Bank to reconsider the payment terms as Yearly in Advance.	Bidder has to comply with RFP Terms.
80	27	47. Payment Terms:	47.1. Payment Terms 1. One-time Implementation, Integration & Migration Charges -- 100% 2. Enterprise Mailing Solution Service -- Quarterly 3. Bulk Mailing Services -- 100% 4. Link Charges for Gateway with Ethernet (RJ-45) Hand-off -- 100% 5. Onsite Resource -- Quarterly	Is there any limitation of Value for the One-Time Implementation charges that can be claimed by the Vendors.	Bidder has to comply with RFP Terms.
81	27	46. Pricing & Payments:	47.4. Bank will not pay any amount in advance.	Request Modification - by the government resulting in increase/reduction of cost of the systems, the benefit/resulting impact arising out of such reduction shall be passed on the bank	Bidder has to comply with RFP Terms.
82	27	47. Payment Terms:	47.4. Bank will not pay any amount in advance.	For Product or license delivery the payment should be 100% against delivery and for clause no b,d and e it should be quarterly in advance	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
83	27	47. Payment Terms:	47.1. Payment Terms 1. One-time Implementation, Integration & Migration Charges --100% 2. Enterprise Mailing Solution Service --Quarterly 3. Bulk Mailing Services --100% 4. Link Charges for Gateway with Ethernet (RJ-45) Hand-off --100% 5. Onsite Resource -- Quarterly	Please remove the clause	Bidder has to comply with RFP Terms.
84	27	47. Payment Terms:	47.1. Payment Terms 1. One-time Implementation, Integration & Migration Charges --100% 2. Enterprise Mailing Solution Service --Quarterly 3. Bulk Mailing Services --100% 4. Link Charges for Gateway with Ethernet (RJ-45) Hand-off --100% 5. Onsite Resource -- Quarterly	Most of the Enterprise Cloud Services charge payment terms as Yearly in Advance. Requesting Bank to reconsider the payment terms as Yearly in Advance.	Bidder has to comply with RFP Terms.
85	27	47. Payment Terms:	47.1. Payment Terms 1. One-time Implementation, Integration & Migration Charges --100% 2. Enterprise Mailing Solution Service --Quarterly 3. Bulk Mailing Services --100% 4. Link Charges for Gateway with Ethernet (RJ-45) Hand-off --100% 5. Onsite Resource -- Quarterly	We request to amend th clause as below Supply : 100% on Delivery within 30 days of invoice Installation : within 15 days of Invoice Service & Resource : 100% advance / quarterly advance	Bidder has to comply with RFP Terms.
86	27	46. Pricing & Payments:	46.4. From the date of placing the order till the delivery of the systems, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.	We request to append with following <u>Similarly if there is any increase in the revised tax rates that shall also be passed on to the bank and shall be borne by the bank.</u>	Bidder has to comply with RFP Terms.
87	27	47. Payment Terms:	47.1. Payment schedule will be as under: Payment Stages - Percentage of Payment One-time Implementation, Integration & Migration Charges-100%	Is the Payment terms for implementation negotiable? 2 Milestones at least with 50 % at the mid project and 50 % at project completion	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
88	27	47. Payment Terms:	<p>47.1. Payment Terms</p> <ol style="list-style-type: none"> 1. One-time Implementation, Integration & Migration Charges --100% 2. Enterprise Mailing Solution Service --Quarterly 3. Bulk Mailing Services --100% 4. Link Charges for Gateway with Ethernet (RJ-45) Hand-off --100% 5. Onsite Resource -- Quarterly 	<p>Request for amend the clause - "The payment is to be made on monthly basis ". Reason since Bidder need to pay the License cost of software to Vendor / OEM on monthly basis. This is also help to reduce the cost of per mailbox as Bidder will not impose the interest due to quarter payment.</p>	<p>Bidder has to comply with RFP Terms.</p>
89	28	48. Order Cancellation/Term Contract:	<p>48.1. 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:</p> <ol style="list-style-type: none"> 48.1.1. Delay in delivery beyond the specified period for implementation. 48.1.2. Serious discrepancies noted in the items implemented. 48.1.3. Breaches in the terms and conditions of the Order. 	<p>Need to Modify-</p> <ol style="list-style-type: none"> 1. If the delay happened is because of environmental factors like Network connectivity/Bandwidth/OEM limitations/ Approval delays from Bank team etc., then the delay related to these factors should not taken or considered 2. also, Either party bank reserves the right to cancel... 3. recover the expenditure incurred by the bank in addition to recovery of liquidated damages--- 	<p>Bidder has to comply with RFP Terms.</p>
90	28	48. Order Cancellation/Term Contract:	<p>48.2. 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:</p> <ol style="list-style-type: none"> 48.2.1. Non submission of acceptance of order within 7 days of order. 48.2.2. Excessive delay in execution of order placed by the Bank. 48.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid. 48.2.4. The bidder goes in to liquidation voluntarily or otherwise. 48.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid. 48.2.6. The progress made by the selected bidder is found to be unsatisfactory. 48.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price. 	<p>Kindly please remove the Clause</p>	<p>Bidder has to comply with RFP Terms.</p>



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
91	28	48. Order Cancellation/Term ination of Contract:	48.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during contract period.	at least 60 days prior period notice. (as OEM termination policy will be applicable)	Bidder has to comply with RFP Terms.
92	28	48. Order Cancellation/Term ination of Contract:	48.4. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.	Addition- The Cost will be limited to 10% of incremental cost occurred to bank also, 30 Days prior notice should be given instead of 7 days	Bidder has to comply with RFP Terms.
93	28	48. Order Cancellation/Term ination of Contract:	48.5. 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 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.	By giving one month 60 days prior period notice Add- The Cost will be limited to 10% of incremental cost occurred to bank	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
94	28	48. Order Cancellation/Term ination of Contract:	48.4. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder. 48.5. 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 months 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 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.	48.4. In case the selected bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder. 48.5. 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 months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, subject to a maximum of 3% of such additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits Et at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.	Bidder has to comply with RFP Terms.
95	28	48. Order Cancellation/Term ination of Contract:	48.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.	We request to remove this clause " In addition to termination of contract, bank reserves the right to invoke PBG also"	Bidder has to comply with RFP Terms.
96	28	49. Local Support:	49.3. The Support should be available on 8x7x365 basis.	Point 49 says onsite support on Bidder payroll with related certification on with SLA of 8x7x365.	Please refer Points 2.8 & 2.10 of Annexure-11 in the RFP document.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
97	28	48. Order Cancellation/Term ination of Contract:	48.1. 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: 48.1.1. Delay in delivery beyond the specified period for implementation. 48.1.2. Serious discrepancies noted in the items implemented. 48.1.3. Breaches in the terms and conditions of the Order.	Request Bank to remove the 48.1.1 and 48.1.2 clause. The Clause 48.1.3 is itself cover the entire scope of termination. Bank will intimate the bidder about the termination by giving the warning notice for one month.	Bidder has to comply with RFP Terms.
98	28	48	Order Cancellation/Termination of Contract:	As currently drafted the Order cancellation clause is very broad and the threshold of such cancellation is too low. Bidder requests that any cancellation of contract should be invoked only for failure to cure a material breach of contract by Bidder with 30 days written notice.	Bidder has to comply with RFP Terms.
99	29	54. Subcontracting:	The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank.	Since Q365 is a SAAS, there are few operational activities subcontracted to vendors. Microsoft is responsible for its sub-contractors.	The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank.
100	29	51. Training:	Bidder has to provide hands on OEM training to identified Bank officials which should cover in-depth operational and troubleshooting features of the solution. The training should be held in Bangalore. Bidder has to provide user manual and Technical documentation both in hard and soft copies to the Bank.	We understand that the location of training is Bangalore? What we would like know is that how many users should be trained? Hope training is required in English.	Training should be in English and should be provided for 3 designated officials of the Bank.
101	29	52. Mean Time Between Failures (MTBF):	If during the Contract period [if contracted], any hardware and/or software items falls on three or more occasions in a quarter, such hardware and/or software items shall be replaced by equivalent / superior new hardware and/or software items by the bidder at no additional cost to the Bank.	What's your definition for hardware and/or software failure?	Whatever hardware & software that the bidder includes as part of the solution for meeting the scope as defined in the RFP document.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
102	29	51. Training:	Bidder has to provide hands on OEM training to identified Bank officials which should cover in-depth operational and troubleshooting features of the solution. The training should be held in Bangalore. Bidder has to provide user manual and Technical documentation both in hard and soft copies to the Bank.	Please provide the count of participants. We assume that the Bank would provide the necessary infrastructure to deliver the training such as venue, projector etc. and the successful bidder will have to provide only the instructor and training material. Please confirm our understanding. Do you require training from OEM authorised training centres?	Training should be provided for 3 designated officials of the Bank. Please refer Point-51 of Page-29 and Point-9 Annexure-11.
103	29	54. Subcontracting:	The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank.	Since O365 is a SAAS, there are few operational activities subcontracted to vendors. However, Microsoft is responsible for its sub-contractors.	The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank.
104	29	52. Mean Time Between Failures (MTBF):	If during the Contract period [if contracted], any hardware and/or software items fails on three or more occasions in a quarter, such hardware and/or software items shall be replaced by equivalent / superior new hardware and/or software items by the bidder at no additional cost to the Bank.	Remove - Superior new hardware	Bidder has to comply with RFP Terms.
105	29	49. Local Support: 50. Software, Drivers and Manuals: 51. Training: 52. Mean Time Between Failures (MTBF):	Whole clauses	Completely depends on OEM timeline and support SLA If Hardware AMC is provided then AMC owner will take care of replacement. If wipro provides AMC then it will be taken care by Wipro	Bidder has to comply with RFP Terms.
106	29	53. Defect liability:	In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the Contract period (if contracted) of the contract, the Bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFP terms.	Request to delete	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
107	29	55. Intellectual Property Rights:	55.1. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.	Bidder warrants shall ensure that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants shall ensure that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.	Bidder has to comply with RFP Terms.
108	29	54. Subcontracting:	The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank.	We may subcontract part of this RFP as it involves manpower as well. Therefore we suggest this clause to be deleted.	The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Bank.
109	29	49. Local Support:	49.2. The Bidder has to provide comprehensive onsite support for the period of One year.	Clarification required between the 5 year and One year On site Support	RFP Clause is modified as under: "49.2. The Bidder has to provide comprehensive onsite support for the period of 5 years."
110	29	49. Local Support:	49.5. The same should not be sub-contracted.	Request for amend the clause "The same can be sub-contracted "This will benefit bank and bidder both to replace the non-performance resource from Onsite swiftly.	Bidder has to comply with RFP Terms.



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111	29	55. Intellectual Property Rights:	55.1. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.	Bidder can only pass on all OEM warranties in toto but not give broad warranties as stipulated. Since IP indemnity is already provided, further warranties will be onerous with risk of double dipping. Kindly acknowledge.	Bidder has to comply with RFP Terms.
112	29	E.	GENERAL CONDITIONS:	Bidder requests specific exclusion for indirect and consequential damages from liabilities of either party.	Bidder has to comply with RFP Terms.
113	29	53. Defect liability:	In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the Contract period (if contracted) of the contract, the Bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFP terms.	Bidder shall pass on all warranties 'as is' from the OEMs. Anything beyond such warranties will not be applicable - however, the industry standard warranties shall address Bank's requirements.	Bidder has to comply with RFP Terms.
114	30	57. Indemnity:	Whole clause	Indemnity should be mutual on reciprocal grounds. Indemnity should be for following reasons only: <ul style="list-style-type: none"> - Violation of law; - Breach of third party IPR; - Personal injury of personal death; - willful misconduct or - gross negligence; 	Bidder has to comply with RFP Terms.



Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
115	30	57. Indemnity:	Whole clause	<p>57.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all third party 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:</p> <p>57.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</p> <p>57.1.2. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;</p> <p>57.2. 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 supplied by them.</p> <p>57.2.1. All indemnities shall survive notwithstanding expiry or termination of the</p>	Bidder has to comply with RFP Terms.
116	31	58. 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.	<p>OEM along with the Bidder has to be responsible for this clause. Bidder on their own cannot authorise scrutiny of the Cloud setup at the OEM's DC. Please modify the clause suitably.</p>	Bidder has to comply with RFP Terms.
117	31	58. 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.	<p>Request notice period of 30 days.</p> <p>Request such audit to be conducted during normal business hours and not more than once every financial year.</p> <p>Request Wipro's internal cost records and sensitive financial information to be excluded from the scope of such audit.</p> <p>Request audit to be conducted at Bank's costs.</p> <p>Request auditor to enter into the appropriate confidentiality obligations before conducting the audit</p>	Bidder has to comply with RFP Terms.



