

S.no	Description	Doc Page No.	Clause Ref	Section/Clause details	Request from Bidder	IFTAS Response
1	Bidder Eligibility Criteria	11 & 12	6.3	The Bidder should be in the Top Rating Classified Authorized Partner with the OEM (Original Equipment Manufacturer) as per their assessment criteria, whose product they are proposing, as on the date of issue of RFP.	We here by consider & request IFTAS to amend this clause to any Partnership level with the OEM.	As per RFP terms and conditions.
2	Payment Terms and Conditions	15	10-a	The total commercial value will be spread over 20 quarters equally and paid in arrears, after deducting the penalty amount, and on successful discharge of service by the bidder.	We here by request IFTAS to release 25% advance, 25% on delivery, balance with monthly arrears.	As per RFP terms and conditions.
3	SLA Conditions	16	10.1-a	S.No Level of Network Uptime (per switch) Penalty on agreed amount per switch (calculated on daily basis) 1 >99.9975% to 100% 0 % Penalty 2 >99.99% to <=99.9975 % 10 % Penalty 3 > 99% to <=99.99% 20% Penalty 4 <=99% No Payment of rental charges	We here by request IFTAS to consider for The Penalty calculation to be done excluding the resolution time, & Consider a Maximum penalty cap of @10%, with 98% Uptime/Switch per quarter. Resolution time lines may vary for a few locations based on OEM Support Matrix.	As per RFP terms and conditions.
4	SLA Conditions	16	10.1-a	S.No Level of Network Uptime (per switch) Penalty on agreed amount per switch (calculated on daily basis) 1 >99.9975% to 100% 0 % Penalty 2 >99.99% to <=99.9975 % 10 % Penalty 3 > 99% to <=99.99% 20% Penalty 4 <=99% No Payment of rental charges	We here by request IFTAS to clarify 99.975% uptime is network uptime or hardware uptime.	SLA will be applicable for items supplied under this RFP only.
5	Penalties	16	10.1-b	Project delay : Charges at the rate of 1% of the total contract value inclusive of all taxes, duties, levies etc., per week or part thereof subject to a maximum of 10% shall be applicable.	We here by IFTAS to consider the Penalty to be less ; 0.5% per week and maximum capping 5% shall be applicable for project delay.	As per RFP terms and conditions.

6	Penalties	16	10.1-b	Any switches found to be out of OEM AMC during the contract period : Charges at the rate of 1% of the total contract value inclusive of all taxes, duties, levies etc., per week subject to a maximum of 10% shall be applicable.	We here by request IFTAS to consider the penalty as 0.5% per week and maximum capping 5% shall be applicable for out of AMC in Contract Period.	As per RFP terms and conditions.
7		17	11.1d	Minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria;	We request IFTAS to condier "Profit after tax" to be changed to Positive Net worth as per Eligibility Criteria mentioned in Page No : 12 - Point Number 2	Turnover requirements stand reduced to 40 Crs. Remaining conditions under Clause 6.3, point 2 in table remain same.
8	Indemnification	27	13.6	The bidder shall, at its own cost and expenses, defend and indemnify IFTAS against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the products or any part thereof in India. The bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If FTAS is required to pay compensation to a third party resulting from such infringement, the bidder shall be fully responsible therefore, including all expenses and court and legal fees. IFTAS will give notice to the bidder on any such claim and shall provide reasonable assistance to the bidder in disposing of the claim. The bidder shall also be liable to indemnify IFTAS, at its own cost and expenses, against all losses/damages, which IFTAS may suffer on account of violation by the bidder of any or all	We here by consider IFTAS to amend this clause to Liability of 10% maximum capping.	As per RFP terms and conditions.

				national/international trade laws, norms, standards, procedures, etc.		
9	Bidder Eligibility Criteria	12	6.3-4	The bidder should have experience in executing similar composite solution in at least 4 Projects with each project i. Consisting of 15-20 locations, and ii. more than 50 similar switches	We request IFTAS to amend this clause towards experience in executing maintenance services for at least 4 projects, irrespective of OEM/brand.	As per RFP terms and conditions.
10	Scope of Work	11	gg	As per RBI's requirement successful bidders should be ready to shift, occasionally, the equipment from one place to other place, uninstall and reinstall all the equipment without any additional cost to RBI	We here by request IFTAS to provide additional charges on actuals for shifting purpose.	As per RFP terms and conditions.

11	Scope of Work	31	c	All passive components other than rack, space, power and cooling, such as cables etc., should be supplied by the bidder and shall integrate the switch connectivity with RBI COB/MRO/RO LAN and WAN environment.	We request here by IFTAS to consider quantify the requirement of passive components, like jack panel/cabling etc..	As per RFP terms and conditions.
12	Technical specification	38	Annexure-II (a):	Performance Features	We like to know Switch with 1 GB RAM is acceptable or not ?	Detailed technical specifications are mentioned in RFP. No change in requirement.
13	Scope of work	14	8.d	The selected bidder shall provide preventive maintenance on monthly basis.	Please do clarify Preventive maintenance can be done Remotely for RO locations on monthly basis ?	As per RFP terms and conditions.
14	Scope of work	10	aa	The entire solution should be integrated with SIEM and PIM solution deployed in RBI.	We here by request IFTAS to define the scope.	All logs need to be added at switch level for SIEM integration. Devices are accessed via PIM.
15	Scope of work	11	bb	The Bidder shall use existing ticketing tool available in IFTAS/RBI for incident management	We here by request to clarify how are the calls logged with vendor in case of L2 switch failure. How can this ticketing tool be utilized.	Incidents/tickets will be raised by IFTAS through email/call/portal
16	Terminology	7	19	Installation: integration with existing setup, centralized Network management solution, SOC, Monitoring system and any other existing solution/components.	We request IFTAS to provide full scope of this integration	The integration with existing setup is explained in section-6 (Scope of work).
17	Delivery, Installation and Commissioning at Final	31	a	The successful implementation of the overall project, UAT, etc., should be completed within 5 weeks from the date of acceptance of purchase order.	We Request IFTAS to increase the implementation period to 8 weeks.	Changed: The bidder shall be responsible for delivery and successful implementation of the overall project including UAT within 7 weeks from the

	Desti natio n					date of purchase order.
18	Eligib ility Crite ria	Page No 12	Point no 2	The Bidder should have made positive net worth in each of the last three financial years (i.e. 2016-17,2017-18 & 2018-19)	Relook on eligibility Criteria	As per RFP terms and conditions.
19		Page No 15	Point No 10 Pay ment Term s and Cond itions	The total commercial value will be spread over 20 quarters equally and paid in arrears, after deducting the penalty amount, and on successful discharge of service by the bidder.	Payment terms needs to amended as per standard (70% on HW delivery and 30% on implementation)	As per RFP terms and conditions.
20		Page No 16	Pint No 10.1 SLA Cond itions in b)	Non- delivery at individual location after receiving the PO Metro location - 20 Lakhs & Non-Metro - 15 Lakhs	Delivery and Implementation times should be 8-10 weeks. Liquidity should be capped at maximum 10% on undelivered items	As per RFP terms and conditions.
21	Gene ral				SLA and penalty should be defined.-	As per RFP terms and conditions.
22	Gene ral				Detail scope of work needs to be shared	Detailed Scope of work is provided in RFP

23	2		6.3 Bidder Eligibility Criteria	<p>The Bidder should have a minimum annual turnover of at least Rs. 50 Crores in each of the last three financial years (i.e. 2016-17, 2017-18 & 2018-19).</p> <p>The Bidder should have made positive net worth in each of the last three financial years (i.e. 2016-17, 2017-18 & 2018-19)</p>	<p>Request you to consider the credentials of bidder parent company and amend the clause as mentioned below:</p> <p>The Bidder/Bidder parent company should have a minimum annual turnover of at least Rs. 50 Crores in each of the last three financial years (i.e. 2016-17, 2017-18 & 2018-19). The Bidder/Bidder parent company should have made positive net worth in each of the last three financial years (i.e. 2016-17, 2017-18 & 2018-19).</p>	Turnover requirements stand reduced to 40 Crs. Remaining conditions under Clause 6.3, point 2 in table remain same.
24	15		10 Payment Terms and Conditions	<p>a) The total commercial value will be spread over 20 quarters equally and paid in arrears, after deducting the penalty amount, and on successful discharge of service by the bidder.</p> <p>b) All payments will be released based on submission of invoices along with necessary SLA evidence/reports of rendering of service as required.</p>	<p>Request you to amend the payment clause as mentioned below:</p> <p>70% on hardware delivery 20% on implementation 10% on QGR</p>	As per RFP terms and conditions.
25	16		b) Other Penalties:	<p>Charges at the rate of 1% of the total contract value inclusive of all taxes, duties, levies etc., per week or part thereof subject to a maximum of 10% shall be applicable.</p>	<p>Request you to amend the clause as mentioned below:</p> <p>Charges at the rate of 0.5 % of undelivered items exclusive of all taxes, duties, levies etc., per week or part thereof subject to a maximum capped at 10% of undelivered items.</p>	As per RFP terms and conditions.

26	9		6. Scope of work : 6.1 (d)	d) Successful bidder shall supply, install, configure and integrate L2 Switches included in RFP of switches along with all necessary passive components with existing infrastructure.	Clarity required on the existing passive components	As per RFP terms and conditions.
27	9		6. Scope of work : 6.1 (e)	e) RBI/IFTAS will ONLY provide space, power, cooling and rack space. Anything else needed for the solution has to be provided by the Bidder.	e) RBI/IFTAS will ensure compatible space, power, cooling and rack space.	RBI/ IFTAS will provide power, cooling and rack space.
28	9		6. Scope of work : 6.1 (g)	g) Bidder should have its offices with trained field support engineers (FE) (i.e. call basis support engineer) capable of reaching all RBI locations (other than COB and MRO) within a maximum 4 hours from the logging in of trouble ticket. The resolution time for such issues, which requires Field support activity, shall be a total of maximum 6 hours, which includes the maximum 4 hours timeline for the FE to reach the location. SLA and penalty conditions will apply as mentioned in Section 10, SLA conditions.	Need complete site list so as to propose SLA tier-wise	Location details are provided in RFP
29	9		6. Scope of work : 6.1 (k)	Proposed switches should be compatible with existing RBI LAN setup, which is as follows: Existing LAN network operates on Cisco Catalyst 9300 series switches and integrates with SD LAN environment. The entire setup is managed and monitored by central SD Campus SD-LAN controller deployed at DC and DR sites	Need clarity	Proposed switches are to be integrated with the existing setup as per RFP terms and conditions

30	9		6. Scope of work : 6.1 (l)	l) The solution proposed by the bidder should integrate with the SD Campus viz. centralized network monitoring solution available at RBI for monitoring, management and analytic reports.	IFTAS would integrate with centralized network monitoring solution available at RBI for monitoring, management and analytic reports.	Necessary configuration has to be done by the successful bidder at the switch level in-order to ensure integration.
31	9		6. Scope of work : 6.1 (m)	m) Switches should have the capability to support software defined segmentation or any other technically competent equivalent functionality.	Need clarity and information with regard to existing set up	As per RFP terms and conditions.
32	9		6. Scope of work : 6.1 (t)	t) Bidders should be ready to give 5 years product support for active components from the OEM and maintain the "Total Solution" for 5 years both from the date of successful deployment. If, Bidder is unable to provide support for the said period then the Bidder shall upgrade the component/ sub-component with an alternative that is acceptable to the IFTAS at no additional cost to IFTAS, and without causing any performance degradation and/or project delays. Accordingly, a written undertaking may be submitted as given in Annexure-VII & Annexure-VIII.	t) Bidders should be ready to give 5 years product support for active components from the OEM. Any change in existing network by the IFTAS will not be the responsibility of the bidder.	As per RFP terms and conditions.
33	9		6. Scope of work : 6.1 (u)	u) Comprehensive training and necessary hand holding with proper training material for the total solution (for each of the component as part of the total solution) must be provided by the bidder to identified users of the IFTAS at the time of roll-out in each of the sites.	Please remove the same as the bidder is able to provide provide training for other network components	As per RFP terms and conditions.

34	9		6. Scope of work : 6.1 (v)	v) Detailed documentation in the form of user guide and manual as applicable should be provided to help IFTAS users for each of the components installed and their overall integration to understand the purpose, functionality, configuration control and troubleshooting (step by step instructions for commonly experienced issues/incidents/service requests).	v) Detailed documentation in the form of user guide and manual for the supplied material, as applicable should be provided to help IFTAS users for each of the components installed and their overall integration to understand the purpose, functionality, configuration control and troubleshooting (step by step instructions for commonly experienced issues/incidents/service requests).	As per RFP terms and conditions.
35	9		6. Scope of work : 6.1 (w)	w) The bidder shall arrange the required passive components including cables for installation and also arrange to remove any unwanted cables or other peripheral devices, at his own cost at the site locations of the RBI, as required.	w) The bidder shall arrange the required passive components including cables for installation of supplied hardware only. IFTAS to arrange to remove any unwanted cables or other peripheral devices.	As per RFP terms and conditions.
36	9		6. Scope of work : 6.1 (x)	x) Installation of new/existing hardware, software and other equipment required to build the total solution, uninstallation and relocation of new/existing hardware, software and other infrastructure is under the scope of total solution.	Bidder will be responsible for Installation and uninstallation of new/existing hardware, software only.	As per RFP terms and conditions.
37	9		6. Scope of work : 6.1 (y)	y) The bidder shall plan and schedule Installation and Commissioning across the RBI locations as per the timelines/installation schedule specified in RFP.	y) The bidder shall plan and schedule Installation and Commissioning across the RBI locations as per the timelines/installation schedule specified in RFP. Any dependency on existing equipments with regard to	Downtime will be provided by IFTAS based on approved POA

					downtime will be taken care by the IFTAS	
38	9		6. Scope of work : 6.1 (aa)	aa) The entire solution should be integrated with SIEM and PIM solution deployed in RBI.	Need clarification	As per RFP terms and conditions.
39	9		6. Scope of work : 6.1 (bb)	bb) The Bidder shall use existing ticketing tool available in IFTAS/RBI for all incident management, change management and problem management of IT Infrastructure included in RFP.	bb) The IFTAS will be responsible and using existing ticketing tool available in IFTAS/RBI for all incident management, change management and problem management of IT Infrastructure included in RFP.	As per RFP terms and conditions.
40	9		6. Scope of work : 6.1 (ee)	ee) The selected Bidder shall deploy a competent Project manager for supply, installation, testing and commission of complete solution.	ee) The selected Bidder shall deploy a competent Project team for supply, installation, testing and commission of complete solution.	As per RFP terms and conditions.
41	9		6. Scope of work : 6.1 (ff)	ff) The Bidder has to ensure that the solution shall work as desired and the Bidder is also responsible to supply and install any other components that is inadvertently missed out but required for the overall solution to work, by adding line item in the Bill of Material.	Need clarification	As per RFP terms and conditions.

42	9		6. Scope of work : 6.1 (gg)	gg) As per RBI's requirement successful bidders should be ready to shift, occasionally, the equipment from one place to other place, uninstall and reinstall all the equipment without any additional cost to RBI.	The IFTAS will be responsible for raising the change management	IFTAS will raise location change request. Bidder is required to execute the shifting request without any additional charges.
43	14		8. Warranty	a) The selected Bidder shall give warranty for three (3) years from the date of acceptance of the systems by IFTAS. During the warranty period, the bidder will have to undertake comprehensive maintenance of the Total Solution including hardware and software part of the solution.	a) The selected Bidder shall give warranty for three (3) years from the date of delivery. During the warranty period, the bidder will have to undertake comprehensive maintenance of the supplied material including hardware and software part of the solution.	As per RFP terms and conditions.
44	14		8. Warranty	d) The selected bidder shall provide preventive maintenance on monthly basis.	The selected bidder shall provide preventive maintenance on yearly basis.	As per RFP terms and conditions.
45	14		8. Warranty	e) The hot swappable parts should be replaced immediately for which the selected bidder should store all the critical and hot swappable spares at the site. The bidder shall guarantee the availability of spares/Software for a period of at least Five years in respect of all the equipment supplied by them, from date of Acceptance Test of the total solution.	The hot swappable parts should be replaced immediately for which the selected bidder should store town tier wise. The bidder shall guarantee the availability of spares/Software for a period of at least Five years in respect of all the equipment supplied by them, from date of Acceptance delivery of the total solution.	As per RFP terms and conditions.

46	15		9 Post Warranty Annual Maintenance	d) The selected bidder shall provide preventive maintenance on monthly basis.	The selected bidder shall provide preventive maintenance on annual basis.	As per RFP terms and conditions.
47	15		9 Post Warranty Annual Maintenance	e) The hot swappable parts should be replaced immediately for which the selected bidder should store all the critical and hot swappable spares at the site. The bidder shall guarantee the availability of spares/Software for a period of at least Five years in respect of all the equipment supplied by them, from date of Acceptance Test of the total solution.	The hot swappable parts should be replaced immediately for which the selected bidder should store town tier wise. The bidder shall guarantee the availability of spares/Software for a period of at least Five years in respect of all the equipment supplied by them, from date of Acceptance delivery of the total solution.	As per RFP terms and conditions.
48	16		10.1 SLA Conditions	a) RBI RO SLA: Daily calculation	Need clarity	As per RFP terms and conditions.
49	16		10.1 SLA Conditions	Note: Amongst other issues, the downtime includes device going faulty, logical, no data/transmission or partial data transfer/ throughput issues. Per switch amount will be derived by dividing entire TCO value by number of switches provided.	Need clarity, as bidder is providing managed L2 switches only	As per RFP terms and conditions.
50	16		10.2 SLA Calculation process	a) The successful bidder shall collect incidents in respect of the switches at each location using state of art NOC tools on a real-time basis and provide consolidated monthly reports as required by IFTAS.	Bidder is not providing any NMS.	IFTAS will monitor the L2 switches.

51	16		10.2 SLA Calculation process	e) SLA conditions specified in this RFP should be adhered to by the bidder. Penalty will be levied for not meeting the device uptime/security compliance/misbehaving aspects etc, and it is not just limited to device outages / issues.	e) SLA conditions specified in this RFP should be adhered to by the bidder. Penalty will be levied for not meeting the device uptime/ limited to device outages / issues reported.	As per RFP terms and conditions.
52	16		10.2 SLA Calculation process	g) SLA compliance report shall be finalized by IFTAS.	SLA compliance report shall be finalized by IFTAS which is mutually agreed with bidder as per the documents shared.	SLA will be finalised by IFTAS after discussion with successful bidder.
53	17		11.1 General conditions	f) The bidder shall maintain all the necessary spare equipment required to provide the services mentioned in this RFP, at its service centres close to RBI locations. The bidder shall share the list of depots where spares required under this RFP shall be maintained.	The bidder shall maintain all the necessary spare equipment required to provide the services mentioned in this RFP,	As per RFP terms and conditions.
54	30		13.1 7 Delivery	d) The bidder should deliver all equipment and any other components involved in the delivery of the proposed solution within 3 to 4 weeks from the date of purchase order.	The bidder should deliver all equipment and any other components involved in the delivery of the proposed solution within 8 to 10 weeks from the date of purchase order.	Changed: The bidder shall be responsible for delivery and successful implementation of the overall project including UAT within 7 weeks from the date of purchase order.

55	30		13.1 7 Delivery	g) All delivery, integration and other activities activity should be carried out during non-session/nonpeak/night hours and adequate engineer support should be provided as required by IFTAS.	g) All delivery, integration and other activities activity should be carried out during non-session/nonpeak/night hours and adequate engineer support should be provided as required by IFTAS. The IFTAS would intimate the downtime prior 72 Hrs for team alignment by the bidder	As per RFP terms and conditions.
56	31		13.1 8 Delivery, Installation and Commissioning at Final Destination	Delivery, Installation and Commissioning at Final Destination	a) The bidder shall be responsible for delivery of the goods as per the bill of material of the purchase order within 8 to 10 weeks from the date of the purchase order. The successful implementation of the site wise UAT, etc., should be completed within 10 to 14 weeks from the date of acceptance of purchase order. The downtime confirmation and site readiness will be provided and confirmed by the IFTAS. For any site dependency, the deemed acceptance would be applicable.	As per RFP terms and conditions.
57		9	6 6.1) a)	The scope of work includes supply, installation, commissioning, and integration of Network switches with onsite support for a period of 5 years (3 years of Comprehensive Warranty followed by 2 years of Comprehensive AMC)	Please guide and why purchasing the warranty only for 3 years and not for 5 years?	IFTAS requirement is for 3 years of warranty from day one and 2 years of AMC after completion of the warranty period.

58		9	6 6.1) g)	Bidder should have its offices with trained field support engineers (FE) (i.e. call basis support engineer) capable of reaching all RBI locations (other than COB and MRO) within a maximum 4 hours from the logging in of trouble ticket. The resolution time for such issues, which requires Field support activity, shall be a total of maximum 6 hours, which includes the maximum 4 hours timeline for the FE to reach the location. SLA and penalty conditions will apply as mentioned in Section 10, SLA conditions.	Please know there might be the dependency on transport, accident, weather conditions, etc i such scenarios penalty not to be imposed. Please clarify the SLA once again as the 6 hours should be post identifying the issue/problem and case logged for the resolution. The start of 6 hours SLA is after the Case logged with the respective OEM for the replacement of the product. Or 24x7x4 SLA is required by IFTAS please clarify?	As per RFP terms and conditions.
59		9	6 6.1) h)	Bidder should have its offices with trained Field support engineers (FE) (i.e. call basis support engineer) capable of reaching RBI COB and RBI MRO locations within a maximum 2 hours from the logging in of trouble ticket. The resolution time for such issues, which requires field support activity, shall be a total of maximum 4 hours, which includes the maximum 2 hours timeline for the FE to reach the location. SLA and penalty conditions will apply as mentioned in Section 10, SLA conditions.	Please know there might be the dependency on transport, accident, weather conditions, etc i such scenarios penalty not to be imposed. Please clarify the SLA once again as the 4 hours should be post identifying the issue/problem and case logged for the resolution. The start of 4 hours SLA is after the Case logged with the respective OEM for the replacement of the product. Or 24x7x4 SLA is required by IFTAS please clarify?	As per RFP terms and conditions.
60		10	6 6.1) i)	Bidder should ensure 24x365 TAC support directly from the proposed OEM for any issue against the products supplied within this RFP. The bidder shall submit the authorization letter from the OEM to that effect.	To be provided by OEM	The bidder has to obtain & ensure these requirements from OEM.

61		11	6.1) gg)	As per RBI's requirement successful bidders should be ready to shift, occasionally, the equipment from one place to other place, uninstall and reinstall all the equipment without any additional cost to RBI.	Equipment shifting to be done by RBI/IFTAS and reinstallation can be done by the bidder	As per RFP terms and conditions.
62		12	6.3) Bidder Eligibility Criteria 2)	The Bidder should have a minimum annual turnover of at least Rs. 50 Crores in each of the last three financial years (i.e. 2016-17, 2017-18 & 2018-19). The Bidder should have made positive net worth in each of the last three financial years (i.e. 2016-17, 2017-18 & 2018-19)	Connectivity Solutions was taken over by Connectviity IT Solutions and could you take the consolidated turnover which is more than Rs. 50 crores for the both companies. We have attached the Merger/acquisition certificate for your reference.	As per RFP terms and conditions.
63		14	8) Warranty e)	The hot swappable parts should be replaced immediately for which the selected bidder should store all the critical and hot swappable spares at the site. The bidder shall guarantee the availability of spares/Software for a period of at least Five years in respect of all the equipment supplied by them, from date of Acceptance Test of the total solution.	Adequate standby equipments/parts/spares to be kept ready by the vendor in case there is delay in the RMA.	Clarification: Spares are not required to be kept at RBI site. However, all SLAs are to be maintained.
64		15	8) Warranty h)	IFTAS should able to log calls directly by web/email or over phone to the bidder/OEMs 24x365 during the warranty period. Accordingly, escalation matrix of each OEM and confirmation letter from OEM should be submitted	Provided by OEM only	The bidder has to obtain & ensure these requirements from OEM.
65		15	8) Warranty i)	After expiry of the warranty, IFTAS shall have sole discretion to enter into Annual Maintenance Contract (AMC) either in full or in part for maintenance of Total Solution. Thereafter, IFTAS, at its discretion, may renew the AMC in full or in part yearly.	Please guide and why purchasing the warranty only for 3 years and not for 5 years?	IFTAS requirement is for 3 years of warranty from day one and 2 years of AMC after completion of the warranty period.

66		15	9) e)	The hot swappable parts should be replaced immediately for which the selected bidder should store all the critical and hot swappable spares at the site. The bidder shall guarantee the availability of spares/Software for a period of at least Five years in respect of all the equipment supplied by them, from date of Acceptance Test of the total solution	Adequate standby equipments/parts/spares to be kept ready by the vendor in case there is delay in the RMA.	Clarification: Spares are not required to be kept at RBI site. However, all SLAs are to be maintained.
67		15	10) Pay ment Term s and Cond itions a)	The total commercial value will be spread over 20 quarters equally and paid in arrears, after deducting the penalty amount, and on successful discharge of service by the bidder.	Please define the payments terms. Keep 80 % against the delivery and 20 % against implementation.	As per RFP terms and conditions.
68		16	10.1) a)	RBI RO SLA: Daily calculation	Please revise the penalty	As per RFP terms and conditions.
69		16	10.1) b)	Other Penalties:	Please revise the penalty	As per RFP terms and conditions.
70		17	11) 11.1) Gene ral condi tions d)	In-case the bidding company is the result of a merger/acquisition, due consideration shall be given to the past financial results of the merging entity for the purpose of determining the net worth, minimum annual turnover and profit after tax for the purpose of meeting the eligibility criteria; should be Bidding company be in operation for a period of less than three years. For this purpose, the decision of IFTAS will be treated as final and no further correspondence will be entertained on this.	Connectivity Solutions was taken over by Connectivity IT Solutions and could you take the consolidated turnover which is more than Rs. 50 crores for the both companies. We have attached the Merger/acquisition certificate for your reference.	As per RFP terms and conditions.
71		17	11) 11.1) Gene ral condi tions f)	The bidder shall maintain all the necessary spare equipment required to provide the services mentioned in this RFP, at its service centres close to RBI locations. The bidder shall share the list of depots where spares required under this RFP shall be maintained	Adequate standby equipments/parts/spares to be kept ready by the vendor in case there is delay in the RMA.	As per RFP terms and conditions.

72		31	13.1 7) Deliv ery d)	The bidder should deliver all equipment and any other components involved in the delivery of the proposed solution within 3 to 4 weeks from the date of purchase order.	Please increase the delivery timeline to 6 weeks as there might be certain dependencies from OEM and customs.	Changed: The bidder shall be responsible for delivery and successful implementaiton of the overall project including UAT within 7 weeks from the date of purchase order.
73		31	13.1 7) Deliv ery e)	The proposed bill of material shall be insured from all risks and shall be under AMC by the bidder during the contract period.	Please guide.	As per RFP terms and conditions.
74		31	13.1 8) a)	The bidder shall be responsible for delivery of the goods as per the bill of material of the purchase order within 3 to 4 weeks from the date of the purchase order. The successful implementation of the overall project, UAT, etc., should be completed within 5 weeks from the date of acceptance of purchase order.	The bidder shall be responsible for delivery of the goods as per the bill of material of the purchase order within 6 weeks from the date of the purchase order. The successful implementation of the overall project, UAT, etc., should be completed within 10 weeks from the date of acceptance of purchase order.	Changed: The bidder shall be responsible for delivery and successful implementaiton of the overall project including UAT within 7 weeks from the date of purchase order.
75		38	Anne xure- II (a): Gene ral Feat ures	Switch should have slot/ports(excluding uplinks) for minimum 40 Gbps of stacking bandwidth with dedicated stacking ports. It should possible to connect up to 8 switches in a stack	Should be 80 GBPS of Stacking	As per RFP terms and conditions.

76		38	Annexure-II (a): Performance Features	Switch should support minimum 100 Switched Virtual interfaces	Should be 512 interfaces	As per RFP terms and conditions.
77		38	Annexure-II (a): Performance Features	The switch should support Jumbo frames of 9216 bytes	Should be 9198 bytes	Changed: The switch should support Jumbo frames of 9198
78		39	Annexure-II (a): Network security features	Switch should support dynamic ACL or equivalent	Should be DACL only	As per RFP terms and conditions.
79		39	Annexure-II (a): Network security features	Switch should support MacSec encryption	Should be with minimum 128 bit encryption	As per RFP terms and conditions wherein any OEM specific terms is unintentional and Bidder can provide equivalent technology meeting the technical requirement

80		39	Annexure-II (a): Network Management	Switch should support scripting, NETCONF, RESTCONF, YANG programable language or any equivalent.	Switch should support Netflow, SPAN, RSPAN	As per RFP terms and conditions.
81			Annexure-II (a) & Annexure-II (b): SFP	SFP uplink ports	Please mention no. of SFP require for both 1G & 10 G	As per RFP terms and conditions.
82					1. Referring to Annexure 1 RBI Locations, pl let us know if Field Engineers to visit/attend the site resolve issue (39 respective locations) within 6 hours from the time of ticket raised, can resolution time be increased to 6-8 hrs.	As per RFP terms and conditions.
83					2. Can payment terms be 90% against Delivery of material and balance 10% upon installation acceptance against BG Submission of 10% for 3 years of warranty period.	As per RFP terms and conditions.
84					3. 102 switches has to be delivered to 39 RBI Locations as per the requirement, can we deliver at one location central office building at Mumbai.	Delivery should be done at the respective RBI Locations as per the requirements under Annexure-1.

85					4. Switch should have slot/ports for minimum 40 Gbps of stacking bandwidth with dedicated stacking ports. It should possible to connect up to 8 switches in a stack- we request to relax this clause	As per RFP terms and conditions.
86					5. Switch should have 2 GB RAM and 4 GB Flash - we request to consider 1 GB RAM,512MB flash OS VRP is lite version.comsuming less space	As per RFP terms and conditions.
87					6. Switch should support min 100 switched virtual interface – we request you to relax this clause.	As per RFP terms and conditions.
88		9		Post integration and operationalization, the selected Bidder is expected to provide warranty support for 3 years followed by maintenance support for 2 years including facilities management support during entire duration of project i.e. for five years.	There is a mention of Facility management. As we understand this project will not have resources deployed onsite for facility management. Pls confirm on the same	Onsite engineers are not required. However, for proactive maintenance and ticket resolution if an FE is required to be dispatched to respective location, the same shall be done by the successful bidder within specified SLAs.
89		14	8.Warranty	The hot swappable parts should be replaced immediately for which the selected bidder should store all the critical and hot swappable spares at the site	Request RBI to quantify the spares if it needs to be on site at RBI premises	Spares are not required at site. However, successful bidder shall replace the spares/device to maintain SLA.

90		16	SLA calculation process	The successful bidder shall collect incidents in respect of the switches at each location using state of art NOC tools on a real-time basis and provide consolidated monthly reports as required by IFTAS.	Will the NOC tools be provided by IFTAS	Monitoring will be done by IFTAS
91		14,15	Warranty	The selected bidder shall provide preventive maintenance on monthly basis	Request to keep yearly Preventive maintenance. Also if the preventive maintenance can be done remotely	Changed: Onsite Preventive maintenance activity to be performed once every quarter
92		12	Eligibility criteria	The bidder should have experience in executing similar composite solution in at least 4 Projects with each project	Request to remove the word composite as it does not apply here	As per RFP terms and conditions.
93		29	Insurance	The bidder shall fully insure each and all the equipment against all risks including terrorism, riots and civil commotion, up to the point of acceptance with an insurance company/corporation, acceptable to IFTAS and the insurance shall be on amount equal to One Hundred and Ten percent (110%) of the total contract price. The insurable rights shall be unambiguously recorded in the insurance document/s.	If the project is an OPEX model where ownership/Title will be with bidder, insurance clause can be deleted	Ownership of Switch will be with bidder. Bidder to provide comprehensive insurance (110% of total contract price) during the tenure of contract.
94			10.1 a SLA RBI RO SLA	99.9975% Network uptime per switch	The SLA is too high for a network switch. Would request for Qtrly solution uptime of 99%	As per RFP terms and conditions.

95		16	Other penalties	Charges at the rate of 1% of the total contract value inclusive of all taxes, duties, levies etc., per week or part thereof subject to a maximum of 10% shall be applicable.	Request to reduce the penalty to 1% of the value of the undelivered switches	As per RFP terms and conditions.
96				Non-delivery at individual location after receiving the PO	Please let us know the time limit for the same	Project delivery timelines are mentioned in the RFP.
97				Metro location - 20 Lakhs & Non-Metro - 15 Lakhs	Request to delete the same as penalty for project delay is already present	This clause is for project delay. The earlier reference is for non-delivery.
98				The bidder should deliver all equipment and any other components involved in the delivery of the proposed solution within 3 to 4 weeks from the date of purchase order.	Request to change the delivery timelines to 8 weeks from date of PO	As per RFP terms and conditions.
99				The bidder shall be responsible for delivery of the goods as per the bill of material of the purchase order within 3 to 4 weeks from the date of the purchase order. The successful implementation of the overall project, UAT, etc., should be completed within 5 weeks from the date of acceptance of purchase order	Request implementation timelines to be increased to at least 8 weeks from the date of delivery	As per RFP terms and conditions.
100		42	Tech bid order format	Details of experience in two similar project implementation (minimum 50 switches) across a minimum 15-20 locations, with proof.	There is a typo error. As per the eligibility table it should be 4 projects	Correction: Details of 4 project implementation to be provided.

101				<p>11.2 Termination of Purchase Order/Contract:</p> <p>a) IFTAS by written notice sent a successful Bidder may terminate the contract in whole or in part at any time for this convenience giving one-month prior notice. The notice of termination shall specify that the termination is for convenience the extent to which successful Bidder's performance under the contract is terminated and the date upon which such termination become effective.</p>	<p>For all practical purposes, we request that any termination for convenience can take place by providing at least 6 months' written notice to Bidder. Further, in case of termination for convenience, apart from making payment for all products and services rendered up to the date the termination at the contracted prices, IFTAS shall compensate Bidder for all charges/costs which cannot be mitigated as a result of such termination for convenience and for placing orders with OEMs as per the Purchase Order/SOW, which orders cannot be cancelled or where cancellation charges are levied or such . All amount payable shall become due immediately in such case.</p>	<p>Clause 11.2: IFTAS reserves the right to terminate the contract in whole or in part at any time during the tenure of the contract by giving one month notice. If the termination is for convenience, the balance amount will be paid to the successful bidder.</p>
102				<p>11.3 Right to Verification</p> <p>b) IFTAS, if deemed fit, will inspect any or all of the equipment at OEM's manufacturing site before shipment to the IFTAS, to verify that the equipment supplied to RBI are as per the technical specification specified in the tender document or purchase agreement.</p>	<p>Please note that since Bidder is not a manufacturer of products, hence there will not be any inspection by IFTAS at the OEM's manufacturing site. Please confirm your understanding of this</p>	<p>All equipments should be verified at bidder's office before sending to RBI locations</p>

103				<p>13.6 Indemnification</p> <p>The bidder shall, at its own cost and expenses, defend and indemnify IFTAS against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the products or any part thereof in India. The bidder shall expeditiously meet any such claims and shall have full rights to defend itself there from. If FTAS is required to pay compensation to a third party resulting from such infringement, the bidder shall be fully responsible therefore, including all expenses and court and legal fees. IFTAS will give notice to the bidder on any such claim and shall provide reasonable assistance to the bidder in disposing of the claim. The bidder shall also be liable to indemnify IFTAS, at its own cost and expenses, against all losses/damages, which IFTAS may suffer on account of violation by the bidder of any or all national/international trade laws, norms, standards, procedures, etc.</p>	<p>Since Bidder is not the manufacturer of products, all indemnities, warranties and IPR rights in respect of third party products supplied, will be as per OEM terms and conditions and Bidder will pass on the same "as-is" to IFTAS. Please confirm your understanding and acceptance of the same.</p>	<p>As per RFP terms and conditions.</p>
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104				<p>13.7 Delays in Bidder's Performance</p> <p>The bidder must strictly adhere to the implementation schedule, for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the bidder will enable the IFTAS to resort to any or all of the following: a) Claim liquidated damages b) Termination of the purchase agreement fully or partly and claim liquidated damages. c) Recover the sum of the money equal to TCO amount of RFP from the bidder. The liquidated damages is an estimate of the loss or damage that IFTAS may have suffered due to delay in performance or non-performance of any or all the obligations (under the terms and conditions of the purchase contract relating to supply, delivery, installation, operationalization, implementation, support/services, acceptance, maintenance, etc., by the bidder, and the bidder shall be liable to pay IFTAS a fixed amount for each day of delay / non-performance of the obligations by way of liquidated damages, details of which will be specified in the purchase contract. Without any prejudice to the IFTAS other rights under the law, the IFTAS shall recover the liquidated damages, if any, accruing to IFTAS, as above, from any amount payable to the bidder either as per the purchase contract, executed between the parties or under any other purchase agreement / contract, IFTAS may have executed / shall be executing with the Service Provider.</p>	<p>We request confirmation that any termination for default by IFTAS can be done only after providing written notice of 30 days to Bidder and upon failure of the Bidder to remedy such breach or default within the notice period. Also, please confirm that termination of the agreement shall not affect the accrued rights and liabilities of Parties arising prior to the termination date.</p> <p>Additionally, we request deleting sub-clause "(c) Recover the sum of the money equal to TCO amount of RFP from the bidder.". The same is arbitrary and unreasonable.</p>	<p>As per RFP terms and conditions.</p>
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105				<p>Limitation of Liability</p>	<p>We request adding a clause confirming that overall liability of Bidder under the RFP and the subsequent contract, is capped to the annual contract value or payment made to the Bidder in the 12 months' period, immediately preceding the cause of action.</p> <p>Further, please confirm that Bidder shall not be liable for any indirect, consequential and exemplary losses and damages, including for loss of data, anticipated profit, business and revenue</p>	<p>Clarification: Vicarious Liability i. The Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Bidder</p>
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						<p>shall be paid by the Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, subcontractors etc. The Bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of Bidder's employees, agents, contractors, subcontractors etc.</p> <p>Overall Liability of the Bidder</p> <p>i. The Bidder's aggregate liability</p>
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						<p>in connection with obligations undertaken as a part of this Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the total value of the contract. The Bidder's liability in case of claims against the Bank resulting willful misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p> <p>ii. Notwithstanding anything to the contrary elsewhere contained in this</p>
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						or any other contract between the parties, neither party shall, in any event, be liable for (1) any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.
106				Ownership and title of products	We request confirmation that ownership and title of products supplied will continue to remain with Bidder even after delivery of products to IFTAS or RBI location. IFTAS or RBI shall not at anytime, create any lien, interest or charge upon such Products. Risk in	Ownership of Switch will be with bidder.

					the equipment will pass on to IFTAS/RBI upon delivery of the products.	
107				Annexure-XII: Conformation to Terms and Conditions Further to our proposal dated _____, in response to the Request for Proposal (RFP) for Switch Procurement (hereinafter referred to as "RFP") issued by IFTAS we hereby covenant, warrant and confirm as follows:	We agree in principal to sign this Annexure. However, please delete the word warranty. This cannot come under the ambit of our corporate warranties.	As per RFP terms and conditions.
108				Annexure-XIII: Non-Disclosure Agreement 8. This Agreement shall continue perpetually unless and to the extent that you may release it in writing.	We request that the obligations under this NDA should remain valid for a period of 5 years from the date of signing. This is a reasonable period, since no trade secrets are shared here.	As per RFP terms and conditions.
109				We warrant that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.	We confirm that we are acting as principal in this matter and not as agent or broker for any person, company, or firm. However, this cannot be a part of the corporate warranty provided by us. We request you not to bring it under the ambit of warranties. We can give an undertaking stating that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.	As per RFP terms and conditions.

110				Termination for convenience	IFTAS cannot ask for termination of convenience as SI would have procured the switches as our assets. There will be a penalty applicable incase if SI wants to exercise this option. The penalty will be in range of remaining balance amount payable to bidder for the remaining contract period.	Clause 11.2: IFTAS reserves the right to terminate the contract in whole or in part at any time during the tenure of the contract by giving one month notice. If the termination is for convenience, the balance amount will be paid to the successful bidder.
111				EMD	No EMD or bid fee details are mentioned	No EMD required
112		9	6.1.d	Successful bidder shall supply, install, configure and integrate L2 Switches included in RFP of switches along with all necessary passive components with existing infrastructure. switches	We assume that bidder is expected to replace the existing. If yes please share the existing switch make & model details	Detailed technical specifications and scope of work is mentioned in the RFP. Bidder is expected to propose appropriate solution as per RFP terms and conditions.
113		9	6.1.e	RBI/IFTAS will ONLY provide space, power, cooling and rack space. Anything else needed for the solution has to be provided by the Bidder.	We assume that bidder is expected to replacie the existing switches. He we are not expected to supply any additional cabling since exsting cable are already available	As per RFP terms and conditions.
114		10	6.1.w	The bidder shall arrange the required passive components including cables for installation and also arrange to remove any unwanted cables or other peripheral devices, at his own cost at the site locations of the RBI, as required.	We assume that bidderer is expected to replacie the existing switches. He we are not expcted to supply any additional cabling since exsting cable are already available	As per RFP terms and conditions.

115		10	6.1.k	Proposed switches should be compatible with existing RBI LAN setup, which is as follows: Existing LAN network operates on Cisco Catalyst 9300 series switches and integrates with SDLAN environment. The entire setup is managed and monitored by central SD Campus SD-LAN controller deployed at DC and DR sites.	Will these switches will integrated with SD-LAN controller on day one. If not do we need to supply necessary licenses as part of thid RFP.	As per RFP terms and conditions.
116		10	6.1.l	The solution proposed by the bidder should integrate with the SD Campus viz. centralized network monitoring solution available at RBI for monitoring, management and analytic reports.	Will these switches will integrated with SD-LAN controller on day one. If not do we need to supply necessary licenses as part of thid RFP.	As per RFP terms and conditions.
117		10	6.1.n	Switches should have built in indicator which can be turned on and off centrally by the network administrator. This should allow easy identification of the switches especially for the field support engineers when instructions are passed on from central administration. Any equivalent functionality that can provide the required identification of the switches may also be proposed.	Not able to understand the requirement & use case. Please share more details.	As per RFP terms and conditions.
118		11	6.1.a a	The entire solution should be integrated with SIEM and PIM solution deployed in RBI.	Please share existing SIEM & PIM tool make & model	Answered above.
119		11	6.1.b b	The Bidder shall use existing ticketing tool available in IFTAS/RBI for all incident management, change management and problem management of IT Infrastructure included in RFP.	Please share existing tool make & model	Solar winds / HP tool
120		11	6.1.ii	The Bidder should collaborate with the OEM and get the solution implementation validated by the OEM.	Do the bidder nneed to get this validation in written form	Clarification: OEM certification not required, but validation of solution by OEM is required.

121		10	Train ing	Comprehensive training and necessary hand holding with proper training material for the total solution (for each of the component as part of the total solution) must be provided by the bidder to identified users of the IFTAS at the time of roll-out in each of the sites. v) Detailed documentation in the form of user guide and manual as applicable should be provided to help IFTAS users for each of the components installed and their overall integration to understand the purpose, functionality, configuration control and troubleshooting (step by step instructions for commonly experienced issues/incidents/service requests).	1) What OEM and which Product? 2) Need to Know Number of participants for the Training? 3) Need to know minimum Duration of the Training required? 4) Location of Training ?	1. Bidder has to suggest appropriate solution fulfilling the SOW and requirements. 2. Details will be shared with successful bidder. 3. Minimum 1 or 2 days 4. IFTAS Office.
122			Gene ral Feat ures	Switch should have slot/ports(excluding uplinks) for minimum 40 Gbps of stacking bandwidth with dedicated stacking ports. It should possible to connect up to 8 switches in a stack	Should be 80 GBPS of Stacking	As per RFP terms and conditions.
123			Netw ork secur ity featu res	Switch should support dynamic ACL or equivalent	Should be DACL only	As per RFP terms and conditions.
124			Netw ork Man age ment	Switch should support scripting, NETCONF, RESTCONF, YANG programable language or any equivalent.	Switch should support Netflow, SPAN, RSPAN	As per RFP terms and conditions.
125			SFP		Customer has not mentioned no of SFP require for both 1G & 10 G	As per RFP terms and conditions.

126		6 Scope of work 6.1 J	9	The equipment quoted by bidder should not be declared as EOL (End of life) and EOS (End of support) by the OEM within the contract period. In the event of the supplied equipment being declared as EOL and EOS within the period of 5 years from the date of commissioning of the equipment, the bidder has to replace the equipment with an equipment of equivalent or higher configuration at no additional cost.	As a standard industry norm, Product should not be End of support for the end client. Bidder Requests customer to modify the clause to as below."The equipment quoted by bidder should not be declared EOS (End of support) by the OEM within the contract period. In the event of the supplied equipment being declared as EOS within the period of 5 years from the date of commissioning of the equipment, the bidder has to replace the equipment with an equipment of equivalent or higher configuration at no additional cost".	As per RFP terms and conditions.
127		11 General Guidelines 11.1 L	17	The bidder should deploy EAL Level 4 certified network equipment or equivalent for designing Switch network. The principal company should certify the same.	Request you to modify the clause to."The bidder should deploy EAL Level 4 or NDPP certified network equipment or equivalent for designing Switch network. The principal company should certify the same."	As per RFP terms and conditions.
128		Annexure-II (a) General Features	38	Proposed switch should be enterprise grade switch with x86 based CPU architecture or equivalent	Different OEM's have different way of manufacturing its hardware and is specific to them, hence please modify this clause. Request customer to modify the clause as "Proposed switch should be enterprise grade switch"	As per RFP terms and conditions.

129		Anne xure- II (a) Gene ral Feat ures	38	Minimum 24 x10/100/1000 BaseT ports and 4x1Gig SFP uplink ports.	Request customer to modify the clause to "Minimum 24 x10/100/1000 BaseT ports and 4x10Gig SFP+ uplink ports also supporting 1gig SFP"	As per RFP terms and conditions.
130			38	Switch should have 2 GB RAM and 4 GB Flash	Some OEM's use proprietary protocols hence require more RAM, Bidder's Switches can provide full feature Functionality in 1 gb RAM. Request customer to modify the clause to "Switch should have 1 GB RAM and 4 GB Flash"	As per RFP terms and conditions.
131		Anne xure- II (b) Gene ral Feat ures	40	Proposed switch should be enterprise grade switch with x86 based CPU architecture or equivalent	Different OEM's have different way of manufacturing its hardware and is specific to them, hence please modify this clause. Request customer to modify the clause as "Proposed switch should be enterprise grade switch"	As per RFP terms and conditions.
132		Anne xure- II (a) Perfo rman ce Feat ures	40	Switch should have 2 GB RAM and 4 GB Flash	Some OEM's use proprietary protocols hence require more RAM, Aruba Switches can provide full feature Functionality in 1 gb RAM. Request custoemr to modify the clause to Switch should have 1 GB RAM and 4 GB Flash	As per RFP terms and conditions.

133		Section 2.2 Annexure XII	Page 5 Page 56	<p>2.2 Acceptance of Terms A bidder will, by responding to the RFP, be deemed to have accepted the terms as stated in this RFP document.</p> <p>Conformation to Terms and Conditions</p>	<p>Bidder requests to relax this term to enable the Bidder to propose/suggest alternate terms on the material terms and conditions of the RFP. Also, the Bidder submits that the contract will be signed based on mutually agreed terms between the parties.</p>	As per RFP terms and conditions.
134		Section 8	Page 14	<p>Warranty</p>	<p>Bidder will pass on the standard OEM warranty on all Hardware and software products/applications. All software will be provided as per standard warranty, license and support terms of OEM software licensor. Counter party will directly execute an End User License Agreement ("EULA") with OEM software licensor which will state the nature of license rights, warranties and the support terms on the licensed software. Any update / upgrade above proposed offer will be charges and agreed mutually.</p> <p>Eligibility. Bidder's service, support and warranty commitments do not cover claims resulting from: 1. improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;</p>	As per RFP terms and conditions.

					<p>2. Modifications or improper system maintenance or calibration not performed by Bidder or authorized by Bidder;</p> <p>3. failure or functional limitations of any non-Bidder software or product impacting systems receiving Bidder support or service</p> <p>4. malware (e.g. virus, worm, etc.) not introduced by Bidder; or</p> <p>5. abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond Bidder's control.</p>	
135		Section 9	Page 15	Post Warranty Annual Maintenance	Bidder submits that AMC terms will be set out in the relevant statement of work.	As per RFP terms and conditions.
136		Section 10	Page 15	Payment Terms and Conditions	Bidder submits that all payments under this Contract shall be made by Buyer within thirty (30) days from the date of invoice in full, without any deduction, withholding, adjustment or set-off.	As per RFP terms and conditions.

137		Section 10.1	Page 16	SLA Conditions	Service level penalties to be capped at 10% of monthly service charges. Penalties shall be cumulative of all instances. Termination for the service level failures to be done after providing the vendor with a reasonable cure period of 15days. Penalties shall be the sole remedy for any service level failure.	As per RFP terms and conditions.
138		Section 11.2	Page 18	Termination of Purchase Order/Contract	The termination for default/cause will occur only for material breach after providing 30 days written notice and cure period to rectify such breach failing which customer may terminate the contract. Further, upon such termination the Bidder will be entitled to receive payments for the products and services provided till effective date of termination, including any termination charges as mutually agreed.	As per RFP terms and conditions.
139		Section 11.6.17	Page 23	Signing of Contract	Bidder submits that the contract will be signed on mutually agreed terms and conditions and that the negotiations shall not account towards the 30 day period.	As per RFP terms and conditions.

140		Section 11.6.18	Page 23	Performance Bank Guarantee	<p>Bidder submits that the PBG issuance process is initiated after the execution of the governing contract. Within 21 days of the date of signing the contract, the successful Bidder shall submit the performance Bank guarantee for the value equivalent to 10% of total cost of project and should be valid for the duration of the contract. No grace/additional period shall be allowed for the validity of the Performance Bank Guarantee beyond the operative period of the contract. We further submit that the Performance Guarantee shall be valid for a period of 12 months from the date of Contract which shall be renewed at the end of each contract year for the duration of contract. Bidder requests that Bank shall provide a cure period of 30 days for rectifying the material failure in discharging its contractual obligations prior to forfeiture of performance Bank guarantee or any legal action/blacklisting and such amount be limited to the actual losses suffered and subject to the Limitation of Liability.</p> <p>It is also sought to be clarified that delays owing to ongoing negotiations on</p>	As per RFP terms and conditions.
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					the finalization of terms and conditions of the Contract shall not be accounted towards this 30 day period.	
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141		Secti on 13	Page 25	<p>The following are the general terms and conditions to be included in the contract. However, the terms and conditions are not conclusive, and IFTAS reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary. IFTAS reserves the right to modify, configuration and quantities based on the requirements. The bidder may note that the actual order placed may be in variance to the quantities mentioned in the commercial bill and that quantities mentioned in the commercial bill are standardization for the purpose of deciding the successful bidder.</p> <p>The bidder will have to enter into a purchase agreement directly with IFTAS for supply, implement Switch connectivity at the given locations. The purchase agreement will contain various terms and conditions relating to payment, delivery, installation, operationalization, training, commissioning, acceptance, support during period of maintenance, penalty due to delay in performance etc. All the specifications and other related literature & information, provided by the bidder agreed by the IFTAS, will also form a part of the purchase agreement.</p>	<p>Bidder submits that the parties shall execute the governing contract on mutually agreed terms.</p> <p>Further, if any modification in the quantities results in a change in the prices quoted by the bidder, the same shall be mutually agreed between the parties and set out in writing.</p>	As per RFP terms and conditions.
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142		Section 13.6	Page 27	Indemnification	<p>Bidder submits replacing the section with the following:</p> <p>"The Indemnifying Party ("Bidder") shall defend (settle and/or pay damages awarded by the court) the Indemnified Party against any third party claims arising from the following:</p> <ul style="list-style-type: none"> a. Claims for loss or damage to third party tangible property; b. claim by any person in respect of bodily injury or death; c. claims by any third party in respect of any IP infringement; <p>brought against or recovered from Indemnified Party by reasons of any act or omission of the Indemnifying Party, his agents or employees in the performance of the contractual obligation.</p> <p>The indemnification by Indemnifying Party shall be subject to Indemnified Party i) notifying the Indemnifying Party promptly in writing of the claim in respect of which the indemnity applies in order to allow the Indemnifying Party the opportunity to investigate and defend the matter; ii)</p>	As per RFP terms and conditions.
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					<p>Indemnified Party shall take reasonable effort to mitigate the loss to Bidder; iii) neither party shall be liable for losses attributable to other Party. Bidder shall be liable only to the extent of actual losses suffered by Indemnified Party. Indemnity will be claimed and computed as per the normal rules of computation of damages under Indian laws; and iv) giving the Indemnifying Party the right to defend and settle the claim, including any agreement relating to settlement; provided that settlement of claim shall not imposes any financial obligation on the Indemnified Party."</p>	
143		Section 13.7	Page 27	Delays in Bidder's Performance	<p>In the event of bidders failure to perform, the LD to be paid by the bidder shall be subject to a cap of 5% of the affected deliverables. Liquidated Damages are to be paid only at the final milestone date. Liquidated Damages shall be the sole remedy for delay. Bidder further submits that Bidder does not accept any</p>	As per RFP terms and conditions.

					deductions. Any amount payable by Bidder shall be paid separately.	
144		Section 13.8	Page 27	Force Majeure	Bidder submits that the customer's obligation to make payments under the contract shall not be affected by a force majeure event.	As per RFP terms and conditions.
145		Section 13.9	Page 28	Documents	Bidder requests clarity on why these documents are required.	As per RFP terms and conditions.
146		Section 13.12	Page 29	Ancillary Services	Bidder submits that all services that need to be provided under the RFP shall be categorically specified under the contract or any other document executed under the contract.	As per RFP terms and conditions.
147		Section 13.13	Page 29	Insurance	Bidder shall take all such necessary insurances as required under applicable laws. No project specific insurances can be taken. However, the transit insurance shall cover only till the delivery of products to the customer's premises.	Ownership of Switch will be with bidder. Bidder has to provide comprehensive insurance (110% of total contract price) during the full tenure of contract.

148		Section 13.1.5	Page 30	a) The bidder will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force in India, and will indemnify IFTAS against all demands or responsibilities arising from accidents or loss of life. The bidder will pay all indemnities arising from such incidents and will not hold IFTAS responsible or obligated	Bidder requests deletion.	As per RFP terms and conditions.
149		Annexure XIII	Page 57	Non-Disclosure Agreement	Bidder submits that the obligation will survive for a period of 3 years from the date of termination/expiry of the governing contract between the parties.	As per RFP terms and conditions.
150		NEW	NEW	NEW	Bidder submits that the parties will mutually agree on material provision of contract, including but not limited to, limitation of liability, warranties, acceptance criteria, intellectual property, EMD (if any), termination of contract, etc.	No change in RFP requirements
151		10	15	Payment Terms and Conditions	Recommendation: On Delivery: 100% of Hardware and Software to be paid on delivery. On Installation: 100% of Installation Cost after successful deployment of the switches, commissioning of links and submission of Machine Installation Report along and acceptance of the same by customer AMC: Quarterly payment in advance	As per RFP terms and conditions.

152		10	15	Payment Terms and Conditions	Request customer to include clause confirming that payments will be made with 30 days payment term from the date of submission of invoice.	As per RFP terms and conditions.
153		10.1	16	SLA Conditions	Request SLA default penalty to be capped at maximum 5%	As per RFP terms and conditions.
154		10.1	16	SLA Conditions - Project delay	Request Project Delay penalty to be capped at maximum 5%	As per RFP terms and conditions.
155		10.1	16	SLA Conditions -Any switches found to be out of OEM AMC during the contract period	Request penalty to be capped at maximum 5% of the undelivered value.	As per RFP terms and conditions.
156		11.2	18	Termination of Purchase Order/Contract	Bidder requests customer to include a a cure period of 30 days prior to termination	As per RFP terms and conditions.
157		11.6.10	22	Subcontracting	Bidder should be allowed to assign the subcontractor however we will seek approval from customer for sub contracting; Request confirmation	As per RFP terms and conditions.
158		12.3	24	Costs Schedule of tendered prices:	Any changes in Statutory tax at the time of invoicing to be borne by the customer . Request customer to confirm	As per RFP terms and conditions.