

Clarifications/Amendments to the RFQ Ref: CO/ITD/13/R1/2021-22 dated 16/04/2021 in response to Pre-bid Queries received - Request for Quotation for Procurement of 150 User Based Duo License for Configuring Two Factor Authentication to use Remote Access VPN

GENERAL QUERIES

S. No	RFP Clause	Query Raised/Amendment Requested	Clarification/Amendment proposed
1	<p>Section-III, Clause 3 (Warranty), Page - 5</p> <p>Warranty support for 3 years shall start after the Solutions with software License have been installed at the final destinations indicated in the contract and from the date of sign off of the respective solution or six months from the date of delivery whichever is earlier.</p>	<p>kindly confirm that warranty conditions in respect of products/software supplied will be as per the OEM/OSD warranty terms and conditions only and Bidder being an authorized reseller, will pass on such warranties "As-Is". All implied warranties are hereby specifically excluded. All support, maintenance, upgrades, patch/bug fixes, version upgrade/customizations, preventive maintenance to be provided by the OEM.</p>	<p>Clause stands deleted</p> <p>The contract will be for a period of three years.</p>
2	<p>Section-III, Clause 9 (INDEMNITY CLAUSE), Page - 6</p> <p>If at the time of your supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified in that behalf.</p>	<p>We request that provisions related to Indemnity be restricted to Third party indemnification claims arising from infringement of IPR in respect of the Services provided by Bidder.</p>	<p>Please adhere to RFP terms</p>



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<p>3</p>	<p>Section-III, Clause 13 (LIMITATION OF LIABILITY), Page - 7</p> <p>Supplier 's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender. This limit shall not apply to third party claims for</p> <p>a. IP Infringement indemnity b. Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor. c. Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.</p> <p>For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.</p>	<p>Kindly confirm that the Supplier's liability shall be limited to a maximum of 6 months of the annual contract value. Further, this limit shall not apply to third party claims for: a. IP Infringement b. Bodily injury (including Death) only. Supplier shall not be liable for indirect and consequential loss and damages including but not limited to loss of profit, anticipated savings, loss of data, loss of business.</p>	<p>Please adhere to RFP terms</p>
<p>4</p>	<p>Section-III, Clause 17 (TERMINATION FOR CONVENIENCE), Page - 9</p> <p>The Purchaser, by 30 days</p>	<p>Kindly confirm that notice of termination would be 90 days. For the purpose of clarity, we request adding the following clause in</p>	<p>Amendment</p> <p>The Purchaser, by 30 days written notice sent to the Supplier, may terminate the</p>



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	<p>written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p>	<p>continuation to the clause on Termination for Convenience. In case of termination for convenience, Bank shall also agree to pay, at a minimum: (i) all invoices issued by Supplier for the deliverables prior to the termination date; (ii) costs for performing or supplying deliverables as at the date of the termination notice; and (iii) costs that may be incurred by Supplier, which it is unable to mitigate or recover.</p>	<p>Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. In case of termination for convenience, Bank shall also agree to pay, at a minimum: (i) all invoices issued by Supplier for the deliverables prior to the termination date; (ii) costs for performing or supplying deliverables as at the date of the termination notice</p>
<p>5</p>	<p>Section-III, Clause 18 (TERMINATION FOR DEFAULT), Page-9</p> <p>The Bank, without prejudice to any other remedy for breach of contract, by Thirty (30) days written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> • if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; • if the Supplier fails to perform any other obligation(s) under the Contract. 	<p>Please confirm that termination shall be effected only if the Bidder has failed to rectify or remedy the default within the notice period of 30 days. Further, please confirm that termination shall not affect the rights of Bidder accrued prior to termination and Bidder shall be entitled to be paid for the work delivered successfully under the RFP.</p>	<p>Clarification</p> <p>In case of termination for default, Bank will pay the cost for the items/work delivered successfully, as at the date of the termination notice, under the RFP by the supplier.</p>



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	<ul style="list-style-type: none"> If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.</p>		
6	Section-III, Clause 7 (Terms of Payment), Para 3, Page-6	This being a license software delivery, the warranty would be a comprehensive warranty of 3 years and hence would be bundled along with the per unit price of the license software. Request Bank to amend the payment terms as 100% post successful delivery of licenses along with the submission of the documents as described in the RFQ	Clarification As per Banks requirement License cost will be paid after the successful delivery for a year, Subsequent Subscription will be paid on yearly advance basis.
7	Section-III, Clause 7 (Terms of Payment), Page-6 The AMC for subsequent years	Request this to be amended to yearly in advance as OEMs will ask for similar terms from us.	Amendment The Subscription cost for subsequent years (second year onwards) will be paid



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	will be paid as arrear on submission of Invoice		in yearly advance basis on submission of Invoice
8	<p>Section-III, Clause 17 (TERMINATION FOR CONVENIENCE), Page - 9</p> <p>The Purchaser, by 30 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p>	Please confirm that in the event of termination, the AMC amounts will be paid for in full	<p>Clarification</p> <p>The AMC is not applicable.</p>
9	<p>Section-III, Clause 7 (Terms of Payment), Page-6</p> <p>100% payment for systems with one year warranty will be made in 15 days</p>	Commercial bid has asked for 3 years warranty and the bid format specifies it as one line item. Please advise if the Payment will be for Product and 3 years warranty or product and one year warranty	<p>Modified Commercial Bid is attached.</p> <p>Bidder need to upload the modified commercial format in the portal for commercial evaluation.</p>
10	<p>Section-III Clause 5 (Liquidated Damages), Page-5</p> <p>If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of Goods & services for each week or part thereof of delay until actual</p>	<p>We request for modification as mentioned in below:</p> <p>If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of Goods & services for each week or</p>	Please adhere to RFP terms



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	<p>delivery or performance, up to a maximum deduction of 10%. If the Licenses are not delivered in time, the Bank may consider termination of the contract.</p>	<p>part thereof of delay until actual delivery or performance, up to a maximum deduction of 5%. If the Licenses are not delivered in time, the Bank may consider termination of the contract.</p>	
11	<p>Section-III, Clause 9 (INDEMNITY CLAUSE), Page - 6</p> <p>If at the time of your supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified in that behalf.</p>	<p>We request for modification as product/solution is owned by the OEM: If at the time of your supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier and OEM shall indemnify the Bank and keep it indemnified in that behalf.</p>	<p>Please adhere to RFP terms</p>
12	<p>Section-IV, Annexure-III (Non-Disclosure Agreement), Point No.4, Page - 22</p> <p>This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all</p>	<p>We request for modification as mentioned in below: This agreement shall be effective from the date of the execution of this agreement and shall be valid for a period of One year. The Agreement can be terminated by mutual consent of the Parties, provided reasonable notice period have been given in writing by either party. Upon expiration or termination as contemplated herein the Receiving party shall</p>	<p>Amendment</p> <p>This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and</p>



CO: Information Technology Department

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	<p>disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.</p> <p>The obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.</p>	<p>immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.</p> <p>The obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable with limit of two (2) years after expiry or termination of the Agreement.</p>	<p>at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.</p> <p>The obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.</p>
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FINAL COMMERCIAL BID

Date:

To,
Assistant General Manager,
Indian Bank,
Information Technology Department,
66, Rajaji Salai,
Chennai 600 001.

Dear Sir,

Sub: RFQ for Procurement of 150 user based DUO License for configuring Two Factor Authentication to use Remote Access VPN.

Ref: Indian Bank RFQ No. CO/ITD/13/R1/2021-22 dated 16.04.2021.

With reference to the above, we give below the quote for CISCO DUO license to Indian Bank CISCO Identity account:

(Amount in Rupees & exclusive of Taxes)

Sl. No.	Description (a)	License Quantity (b)	Unit Cost of License for Year1 (c)	Unit Cost of License for Year 2 (d)	Unit Cost of License for Year 3 (e)	Total Amount for three years f = (c+d+e) * b
1	Standard Cisco DUO access edition	150				

Total Amount for three years in words: Rs.....

- 1) We agree for the delivery period of supply as per your above RFQ.
- 2) We agree to the terms of payment mentioned in your RFQ.
- 3) We submit that the above details are true to the best of our knowledge.

For

Office Seal

(Signature of Authorised Signatory)

Place:

Date:

Name:

Designation:

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Mobile No:

E-mail id:

Company Name:

Business Address:

Telephone No: