

National Bank for Agriculture and Rural Development

Switch RFP Clarifications

S.N	Reference to RFP	Page No	Original Clause in RFP / Queries	Queries	Change/No Changes	NABARD Response
1	Part 1 Schedule 8 Server Farm Switch	40	1. Switching Capacity: Minimum 240 Gbps		Changes	1. Switching Capacity: Minimum 160 Gbps or above
2	Part 1 Schedule 8 Server Farm Switch	40	2. Throughput : 130 Mpps		Changes	2. Throughput : Minimum 100 Mpps for IPv4/IPv6 performance
3	Part 1 Schedule 8 Server Farm Switch	40	4.Ports : 10/100/1000Base-Tx 48 and scalable 1000Base-SFP/SFP+ 4 and scalable 10GBase-XFP/SFP+ 4 and scalable		Changes	Ports : 10/100/1000Base-Tx 48 and scalable 1000Base-SFP/SFP+ 4 and scalable * 10G port requirement is made optional and the switch should be upgradable to 10G uplinks
4	Part 1 Schedule 8 Server Farm Switch	40	Should support minimum 32000 MAC addresses		Changes	Should support minimum 12000 MAC addresses
5	Part 1 Schedule 8 Access Switch	40	1. Switching Capacity: Minimum 176 Gbps		Changes	1. Switching Capacity: Minimum 160 Gbps or above
6	Part 1 Schedule 8 Access Switch	40	4.Ports : 10/100/1000Base-Tx 48 and scalable 1000Base-SFP/SFP+ 4 and scalable 10GBase-XFP/SFP+ 4 and scalable		Changes	Ports : 10/100/1000Base-Tx 48 and scalable 1000Base-SFP/SFP + 4 and scalable * 10G port requirement is made optional and the switch should be upgradable to 10G uplinks
7	Part 1 Schedule 8 CORE SWITCH	38	Should provide centralised support for Authentication, Authorization and Accounting management.	Management: Is AAA - Authentication, Authorization, and Accounting Management, required?	No Changes	Clause remains same as per RFP.

8	Part 1 Schedule 8 Server Farm Switch & Access Awitch	41,42	Stacking Function for stackable switches: Stack should offer minimum 2 x 10Gbps stacking interfaces Should enable stacking across different switches in the same stack using IEEE 802.3ad link aggregation protocols or equivalent. In each stack the first and last stacked switch should be populated with 10Gig SR optics for stack link redundancy	802.3ad is a Link aggregation protocol which is used to logically bundle bandwidth on User ports. It consumes User ports. To achieve better throughput, it should be on dedicated stacking port with true stacking technology as requested above.	Changes, Charification	Stacking function should enable multiple interconnected switches to behave as a single management switching entity to configure Layer 2 and Layer 3 features and function, together to form Distributed Fabric architecture with chassis like benefits. Should enable stacking across different switches in the same stack using IEEE 802.3ad link aggregation protocols or equivalent. In each stack the first and last stacked switch should be populated with 1Gig SR optics for stack link redundancy. Dedicated Stacking port with true stacking capacity . Minimum stacking capacity of 64Gbps or above. Cross loop stacking
9	Core Switch - Other Features	38	Each chassis should not have single point of failure from fabric / management or power <u>supplies prospective</u>		Changes	Each chassis should not have single point of failure from power supplies prospective
10	14. Virtualization / Equivalent Technology Support	38	The Chassis switch Should support virtual distribution architecture allowing for the combination of two physical switches into a single logical network entity from the network control-plane and management perspectives. To the neighbouring devices, the Virtual Switching System appears as a single, logical switch or router. This function should enables multiple interconnected switches to behave as a single management switching entity to configure Layer 2 and Layer 3 features and function IEEE 802.3ad standards.	This feature points towards the requirement of switches working in Active/Active mode with Load balancing from Layer 2 Access in reference to below clause as well. Please confirm the same.	No Changes / Clarification	Clause remains same as per RFP. Clarification: The Switches should work in Active/Active Mode with Load Balancing.
11	Part1 >Schedule 8 Other Features	39	The proposed switch should support service modules viz. Firewall module , IPS Module, Wireless LAN services module without any need of operating systems or hardware except for the service modules mentioned above and should not affect the performance of the chassis.	Core switch will act as a single point of failure i.e. failure of Core switch, IPS, Firewall, Wireless services etc. More over it reduces the performance as it uses the same processor and memory. Request you to allow us to propose external dedicated services box.	No Changes	Clause remains same as per RFP

12		39	Should support VRF (Virtual Routing and Forwarding) or equivalent MPLS based L2 and L3 VPNs, BGP	Request you to please provide more information on MPLS requirement. L3 VPN are generally used on ISP routers. If L3 VPN is mandatory please advise how this feature will be used and what considerations we need to make.	Changes	L3 VPN and BGP support is preferable but not mandatory.
13		39	Should support Convergence End Point (CEP) discovery and authentication	CEP is Specific to Enterasys. The Open standard protocol to achieve same is LLDP. Request you to please ammend the clause with IEEE / RFC standard.	Changes	Should support Convergence End Point (CEP) discovery and authentication OR Equivalent
14		39	Should support line rate un-sampled NetFlow (v5/v9) or equivalent.	Please include sFlow as it is also mentioned in the edge and server farm switches. Otherwise you will be running different trend analysis protocols in edge and server farm and also will need to provision diffrent collector servers for each layer of switches. sFlow is open standard and is comparatively efficient than Netflow.	No Changes	Clause remains same as per RFP.
15	Core Switch, Server Farm Switch & Access Switch	40, 42, 44	Operating Humidity: 5% to 90% relative humidity, non-condensing	We support 10% to 90%. Request you to please ammend this point.	Changes	Operating Humidity: 10% to 90% relative humidity, non-condensing
16	Reliability / Redundancy	43	Should support modular/external redundant power supply OAM (IEEE 802.3ah), Jumbo Frames, UDLD or equivalent, 50 ms fail over technology	Please Clarify in what kind of topology (ring / star) 50 ms failover technology should be achieved.	Clarification	Star topology
17			Should support IEEE 802.1Q VLANs, port-based VLANs, protocol-based VLANs and tagged-based VLANs with full support for the MRP and MVRP protocols.	It seems this features is demanded to achieve Dynamic VLAN management on network. Please confirm. We provide the same functionality with a different manner. Request you to please ammend point with "or Equivalent"	No Changes	Clause remains same as per RFP
18	Access Switch : MAC support	43	Should support minimum 12000 MAC address	Requested Access switch is a 48 port switch and as per design will be placed to connect User Desktpos. Request you to please reduce the MAC to 8000 MAC addresses which is a very highly scalable limit.	No Changes	Should support minimum 12000 MAC address

19	NMS	44, 45	<p>Should provide a system-level management tool with 50 device support and scalable to 5000 with additional license upgrade without the change in the base proposed system</p> <p>Should provide a utility to view and select Management Information Base (MIB) objects from a tree-based representation and include a compiler for new or third-party MIBs.</p> <p>Should provide a detailed inventory of products organized by device type.</p> <p>Should record a history of device attributes, and reports any changes made to the device.</p>	Request you to please share for information on requirement. The inventory required is for Network Devices or the Desktops as well?	No Changes/ Clarification	The inventory required is for network devices and the desktops as well.
20	2.8 Earnest Money Deposit (EMD)	14	The Vendor/Bidder shall furnish a EMD for an amount of Rs. 2.60 Lakh (Rupees Two Lakh Sixty Thousand only) in the form of Demand Draft / Pay Order	Requests the bank to accept EMD also in the form of Bank Guarantee since the amount is quite Substantial	No Changes	Clause remains same as per RFP
21	2.20.3 Balance Payment	20	Balance 10% of the total cost of hardware, software & other networking components shall be paid after 1 year of the commissioning of the project and on submission of Letter of Indemnity and undertaking as per the proforma indicated as per Part I- Schedule 3	We request NABARD to release the Balance Payment (10%) against submission of BG for the 10% of the total project value	Changes	Balance 10% of the total project value should be paid after 1 year of the commissioning of the project and on submission of Letter of Indemnity and undertaking as per proforma indicated as per Schedule 3 of Part 1 and against submission of Bank Guarantee as per Schedule 4 Part1.
22	Page No. 12 Clause No. 2.2.5	12	The bidder should have a dedicated comprehensive support service centre at Mumbai having minimum 50+ OEM certified network engineers.	Requests the bank to eliminate the clause " minimum 50+ OEM certified network engineers "	Changes	The bidder should have a dedicated comprehensive support service centre at Mumbai. The bidder should have minimum 50+ OEM certified network engineers all India with minimum 10+ OEM certified network engineers at Mumbai.
23	Page No. 13 Clause 2.3		Implementation Experience The Vendor/Bidder must have experience in installing, testing and commissioning of Switches from the offered OEM for single LAN with at least 1200 nodes in last three years.	Request the bank to remove this clause.	No Changes	Clause remains same as per RFP

24	Page No. 21 Clause No. 2.21		Term of execution of Work The overall time limit for satisfactory Supply, Installation, Testing and Commissioning of Switches for Local Area Network (LAN) and Network Monitoring Software shall be eight weeks from the date of acceptance of the work order .	Requests the bank to change this to "The overall time limit for satisfactory Supply, Installation, Testing and Commissioning of Switches for Local Area Network (LAN) and Network Monitoring Software shall be ten weeks from the date of acceptance of the work order"	Changes	The overall time limit for satisfactory Supply, Installation, Testing and Commissioning of Switches for Local Area Network (LAN) and Network Monitoring Software shall be ten weeks from the date of acceptance of the work order.
25	Page No. 18. Clause No. 2.14		Training The cost of training, if any, will be borne by the vendor/bidder	Requests the bank to change this to " The cost of training, if any, will be borne by the bank "	No Changes	Clause remains same as per RFP
26	2.1.14		SLA details	Please mention the support window for Head Office? (24x7 or 8x5)	Clarification	Support Window will be 8x6. In case of any exigency the vendor should provide support after office hours / during weekends.
27			Any Software product upgrade released (wherever applicable) till the completion of the warranty and AMC period , shall be supplied free of cost by the bidder irrespective of whether OEM charges for the same. The bidder shall communicate any such upgrade to NABARD immediately	Upgrades of the same Version shall be supplied free of cost while any upgrades of different versions would be a chargeable activity	Clarification	Any software update release of the same version should be supplied to us free of cost and any upgrade of different version must be communicated to NABARD immediately.
28	2.14		Penalty	Request Nabard to put maximum penalty of 5% of the AMC value	No Change	Clause remains same as per RFP
29	2.13 Network Monitoring Software Tools :		Training	Please clarify the following <ul style="list-style-type: none"> • All the training will be provided at your location • Customized training course material will be given • Need more information on any specific contents, courseware needs to be covered. 	No Change / Clarification	Training should be provided at our location and training material should also be provided. Refer to Page 18 Para 2.14 for the topics to be covered during training.
30	2.13 Network Monitoring Software Tools :		Vendor/bidder is required to supply network monitoring software (NMS) which should have the following features	Does NABARD have any Network monitoring tool for monitoring of WAN - L3 Routers, WAN Links and firewalls in their DC?	Clarification	NABARD at present has no NMS.

31	Part I Schedule 8 Detailed Specifications		Vendor/bidder is required to supply network monitoring software (NMS) which should have the following features	If NABARD does not have any Network monitoring tool for WAN, how is the monitoring of Network links connected between HO, DC and remote offices done?	Clarification	Managed by Outsourced Team. Remote offices are not connected.
32	2.13 Network Monitoring Software Tools :		Network Management Software (NMS) Should provide a system-level management tool with 50 device support and scalable to 5000 with additional license upgrade without the change in the base proposed system	It is mentioned in RFP that the NMS should be scalable upto 5000 devices, does NABARD plan to use the NMS proposed by the bidder in this RFP for monitoring of their WAN links and remote office routers and switches too? If yes, when would NABARD like to do the same? Will that be a separate implementation project?	Clarification	NMS will be used to monitor HO LAN and WAN links and components. NABARD would like to do the monitoring as and when the WAN links between HO and RO's are up. It will be managed by another Outsourced Team.
33	2.13 Network Monitoring Software Tools :		Vendor/bidder is required to supply network monitoring software (NMS) which should have the following features	Access switches will be connected to user desktops. Depending on the nature of task and kind of applications the desktop users use, do you require to monitor throughput and availability of each and every desktop port also?	Clarification	We would like to monitor throughput and availability of each and every desktop port also.
34		12 - para 2.2,	The vendor/Bidder should have minimum annual turn over of Rs 100 Cores in the last financial year i.e 2010- 11 and should be a profit making entity for last three years. This should be individual company's turn over and net profit and not that of group of companies.	We, Equant Technology Services India Pvt Ltd. [Brand name- Orange Business Services] are meeting all eligibility criteria expect for the three years profitability clause, we are a Cisco's Global Gold Partner with more than 100 Cisco certified engineers in India with skills in implementing highly complex projects. Our Indian legal entity has been in operations in India since 2007 when we acquired GTL's SI business, and have more than INR 100 Crore turnover in the last three financial years with operating profit in last two years. (we made losses in the year 2008-09, mainly because of the acquisition cost). We hereby earnestly request NABARD to kindly change the profitability clause as Operating profits in last TWO years instead of three.	No Changes	Clause remains same as per RFP

35		Page No. 2.0.2 Installation	Installation, Commissioning & Configuration of the Passive Networking Components, if required.	Need more clarifications on the Passive Components part? What is expected? Please clarify if you are going to use existing passive setup for Interswitch & uplink connectivity? If Yes, we need to have details of cabling to propose modules accordingly. If No, please clarify on Uplink between Access Switch & Core switch (10G or 1G) & Interswitch link on Core switch (10G or 1G)?	Clarification	Existing passive setup will be used to connect access switches to core switches (If passive component used in existing setup are not adequate, compatible vendor is required to supply the same) and wherever new connectivity has to be established (server farm and core switch) the vendor is required to provide the passive components. Vendor may visit the site and assess the requirement with prior appointment. (Please refer commercial proposal : Schedule 1 - Page 54)
36				Need Firewall details to check connectivity between Core Switch & Firewall?	Clarification	Sonicwall(NSA 4500) at present, any standard Firewall may replace in future.
37		15,16		what is the Warranty + AMC period? As per our understanding it is 7 years (1+6). Please confirm	Clarification	Warranty for 1 year and Comprehensive AMC for 6 years (after 1 year warranty). Please refer 2.10 and 2.11
38		Page 19: 2.17	Price Composition: The price offered to NABARD must be in Indian rupees, inclusive of all taxes and duties such as Excise, Sales, Customs, Service tax etc.	Request NABARD to keep the all inclusive price for product & support for 1st year only. Taxes on cost for 2nd to 7th year, we request, should be exclusive. If taxes for next years is to be committed now the vendors normally have to keep some buffer for the inherent risk, which may increase Nabard's cost of procurement.	No Changes	Clause remains same as per RFP
39		41	What type of connectivity do you require between Server Farm Switch and Core Switch		Clarification	Fiber
40		39,41	CORE SWITCH, SERVER FARM SWITCH & ACCESS SWITCH : Other Features Should support RMON (Statistics, History, Alarms, Events, Host, HostTopN, Matrix, Capture and Filter)		Changes	CORE SWITCH, SERVER FARM SWITCH & ACCESS SWITCH : Other Features Should support RMON (Statistics, History, Alarms, Events)
41	2.6	14	Pre-Bid Meeting: No request for change in date of pre-bid meeting will be entertained. After pre-bid meeting inclusion/submission of any deviations in the Quotation conditions in Part-I of the Quotation is liable for rejection	Shall we submit our final Deviation of Part 1 & Part II along with our Technical Proposal?	Clarification	No deviation is acceptable

42	2.8	14	<p>Earnest Money Deposit (EMD): The Vendor/Bidder shall furnish a EMD for an amount of Rs. 2.60 Lakh (Rupees Two Lakh Sixty Thousand only) in the form of Demand Draft / Pay Order drawn in favour of National Bank for Agriculture and Rural Development, payable / enforceable at Mumbai.</p> <p>The EMD should form part of the Quotation Documents (Technical Offer -[Part I]) submitted by the Vendor/Bidder. Failure to comply with this condition viz., submission of Bid Security of Rs. 2.60 Lakh (Rupees Two Lakh Sixty Thousand only) shall result in summarily rejection of the Quotation/offer. The EMD of unsuccessful Vendors/Bidders shall be returned within Four weeks, only after the successful completion of the Bid Process. No interest is payable on such amount. The EMD of successful Vendor/Bidder will be returned only upon the endor/Bidder's completion of items listed in the scope of work. No interest would be payable on this amount.</p> <p>The EMD shall be forfeited: i. If a Vendor/Bidder withdraws his offer during the period of validity of the</p>	<p>The Vendor/Bidder shall furnish a EMD for an amount of Rs. 2.60 Lakh (Rupees Two Lakh Sixty Thousand only) or 5% of the total contract value, whichever is lower in the form of Demand Draft/Pay Order drawn in favour of National Bank for Agriculture and Rural Development, payable/enforceable at Mumbai. The EMD should form part of the Quotation Documents (Technical Offer - [Part I]) submitted by the Vendor/Bidder. Failure to comply with this condition viz., submission of Bid Security shall result in summarily rejection of the Quotation/offer The EMD of unsuccessful Vendors/Bidders shall be returned within Four weeks, only after the disclosure of the successful bidder of the Bid Process. No interest is payable on such amount. The EMD of successful Vendor/Bidder will be returned only upon the Vendor/Bidder's completion of items listed in the scope of work. No interest would be payable on this amount. The EMD shall be forfeited: i. If a Vendor/Bidder withdraws his offer during the period of validity of the bid. ii. If the successful Vendor/Bidder fails to execute the project within the stipulated time schedule.</p>	No Changes	Clause remains same as per RFP
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43	2.11	15	<p>Annual Maintenance Contract: Vendor/Bidder shall commit to support and provide maintenance service for all the hardware and software supplied and installed. The minimum period for such service shall be seven (07) years including warranty period of one year and subsequent six years of post warranty period. It shall have a written backing from the manufacturer as per the proforma at Part 1 Schedule 2. It shall not sublet any portion of the contract except with the written consent of NABARD.</p> <p>Vendor/Bidder shall propose annual charges separately for comprehensive maintenance service contract (All inclusive) for repairs and replacement of defective system components and software maintenance and upgradation applicable on expiry of one year warranty period.</p>	<p>Vendor/Bidder shall commit to support and provide maintenance service for all the hardware and software supplied and installed. The minimum period for such service shall be seven (07) years including warranty period of one year and subsequent six years of post warranty period. It shall have a written backing from the manufacturer as per the proforma at Part 1 Schedule 2. It shall not sublet any substantial portion of the contract except upon a consent notification to NABARD.</p> <p>Vendor/Bidder shall propose annual charges separately for maintenance service contract (All inclusive) for repairs and replacement of defective system components and software maintenance and upgradation applicable on expiry of one year warranty period.</p>	No Changes	Clause remains same as per RFP
44	2.12.1	16	<p>Uptime efficiency: In case the Network is down below the prescribed efficiency level, the vendor is liable for a penalty of 5% of the Maintenance cost per year for every month when system availability falls below the expected availability of uptime efficiency of 99%, apart from replacement of the respective hardware/software at vendor's own cost for ensuring system availability. Such penalty shall be adjusted as maintenance credit against the AMC payable by the NABARD to the vendor.</p>	<p>In case the Network is down below the prescribed efficiency level, the vendor is liable for service level damages of 5% of the Maintenance cost of that particular , when system availability falls below the expected availability of uptime efficiency of 99% , apart from replacement of the respective hardware/software at vendor's own cost for ensuring system availability. Such damages shall be adjusted as maintenance credit against the AMC payable by the NABARD to the vendor.</p> <p>The parties acknowledge that the service level damages as set out above are a genuine pre-estimate of the loss which would have been suffered by NABARD as a result of the vendor's acts or omissions and is not intended to be a penalty</p>	No Changes	Clause remains same as per RFP

45	2.12.2	16	<p>Response Time to errors:</p> <p>2. Low Level Errors defined as those other errors that are not the Critical errors as defined above In case of an occurrence of an error in the system, NABARD reserves the sole right to categories it under one of the above category. The decision taken on this regard by NABARD shall be final and binding on the vendor.</p> <p>The vendor undertakes and guarantees that all the Critical Errors will be resolved within twenty four hours of the NABARD intimating the same through e-mail, telephone or fax.</p> <p>In case the Critical Errors are not resolved within the stipulated time as above, there shall be a per day penalty of 1% of the Maintenance cost per year for every day exceeding above said 24 hours resolution time apart from replacement of the respective hardware/software at Vendor's own cost for solving the errors. Such penalty shall</p>	<p>2. Low Level Errors defined as those other errors that are not the Critical errors as defined above. In case of an occurrence of an error in the system, NABARD reserves the sole right to categories it under one of the above category.</p> <p>The vendor undertakes and guarantees that all the Critical Errors will be resolved within twenty four hours of the NABARD intimating the same through e-mail, telephone or fax. In case the Critical Errors are not resolved within the stipulated time as above, there shall be a per day damage of 1% of the Maintenance cost per day exceeding above said 24 hours resolution time apart from replacement of the respective hardware/software at Vendor's own cost for solving the errors.</p> <p>Such damages shall be adjusted as maintenance credit against the AMC payable by the NABARD to the vendor. The vendor undertakes and guarantees that all the Low Level Errors will be resolved within four days of the NABARD intimating the same through writing, telephone or fax. In case the Low Level Errors are not resolved within the stipulated time as above, there shall be a damages of 1% of the Maintenance cost for every four (4) day's delay in resolution time apart from replacement of the</p>	No Changes	Clause remains same as per RFP
46	2.12.3	17	<p>Spare parts: The vendor will make the spare parts for the switches and accessories available for a minimum period of seven years from the time of acceptance of the system.</p> <p>If any of the peripherals/components are not available during the warranty/AMC period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity. A written confirmation from the Hardware OEM regarding the same should be attached.</p>	<p>The vendor will make the spare parts for the switches and accessories available in order to maintain service levels agreed under the maintenance agreement</p> <p>If any of the peripherals/components are not available during the warranty/AMC period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity. A written confirmation from the Hardware OEM regarding the same should be attached</p>	Changes / Clarification	<p>The vendor will make the spare parts for the switches and accessories available in order to maintain service levels agreed under the maintenance agreement.</p> <p>If any of the peripherals/components are not available during the warranty/AMC period, the substitution shall be carried out with peripherals/components of equivalent or higher capacity. A written confirmation from the Hardware OEM regarding the same should be attached</p>

47	2.15	18	<p>Indemnity: The Vendor/Bidder shall indemnify NABARD against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any switches or material used for (hardware and/or software) or in connection with the works or temporary works and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Vendor/Bidder shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. The successful Vendor/Bidder is required to submit a "letter of indemnity and undertaking" as per the prescribed format (Part I - Schedule 3) within thirty (30) days of commissioning of switches and NMS</p>	<p>The Vendor/Bidder shall indemnify NABARD against all costs, losses and expenses that the court finally awards or that are included in a settlement approved by the Vendor arising out of breach of any and, in respect of any switches or material used for (hardware and/or software) or in connection with the works. The Vendor/Bidder shall defend all actions arising from such claims, before any such infringement and receive their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. The successful Vendor/Bidder is required to submit a "letter of indemnity and undertaking" as per the prescribed format (Part I – Schedule 3) within thirty (30) days of commissioning of switches and NMS.</p> <p>As a condition of claiming the foregoing indemnity, NABARD agrees to provide the Vendor prompt written notice of the claim and allow the Vendor to control, and cooperate with the Vendor in, the defense and any related settlement negotiations. If such a claim is made or appears likely to be made, NABARD agrees to permit Vendor to enable NABARD to continue to use the Materials, or to modify it, or</p>	No Changes	Clause remains same as per RFP
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48	2.16	19	<p>Performance Bank Guarantee: The Vendor/Bidder guarantees that he shall repair or replace free of cost, equipment, machinery, its parts and components found defective on account of bad workmanship or defective materials or inferior manufacture as mentioned in the warranty and guarantee clauses. The successful Vendor/Bidder should provide a performance bank guarantee for a period of seven years for an amount equivalent to 10% of the total order value of hardware and software from a Scheduled Commercial Bank in the format specified by NABARD within 30 days from the date of Work Contract. The Proforma for Performance Bank Guarantee is attached as Part I Schedule 4. In case, the Vendor/Bidder does not perform under the contract to the full satisfaction of NABARD, NABARD reserves the right to reject the items / services rendered under the contract in its entirety or partially, as the case may</p>	<p>The Vendor/Bidder guarantees that he shall repair or replace free of cost, equipment, machinery, its parts and components found Defective on account of bad workmanship or defective materials or inferior manufacture as mentioned in the warranty. The successful Vendor/Bidder should provide a performance bank guarantee for a period of seven years for an amount equivalent to 10% of the total order value of hardware and software from a Scheduled Commercial Bank in the format specified by NABARD within 30 days from the date of Work Contract. The Proforma for Performance Bank Guarantee is attached as Part I Schedule 4. In case, the Vendor/Bidder does not perform under the contract , NABARD reserves the right to reject the items/services rendered under the contract in its entirety or partially, as the case may be, during the evaluation period and Vendor/Bidder shall be liable to refund the full or proportionate amount, if already paid for the said items/services etc.</p>	Changes	<p>The last line of para to be read as " The Guarantee will be valid till the expiry of warranty period of one year and AMC period of 6 years after first year i.e. total period of 7 years.</p>
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49	2.17	19	<ul style="list-style-type: none"> • Price Composition: The price offered to NABARD must be in Indian Rupees, inclusive of all taxes and duties such as Excise, Sales, Customs, Service tax etc., packing forwarding, import and custom clearance, transportation, insurance till delivery at Mumbai, cost of installation commissioning and comprehensive on-site maintenance services under warranty. • Octroi /Entry tax, if applicable, will be reimbursed by NABARD at actual on production of original payment receipt. • From the date of placing the order till the delivery of the equipment, if any changes are brought in the tax structure by the Government resulting in reduction of the cost of the equipments, the benefits arising out of such reduction shall be passed on to NABARD. Terms like "rates as applicable" will not be accepted and such bids are liable to be rejected without assigning any reason whatsoever <p>The Vendors/Bidders should quote</p>	<p>The price offered to NABARD must be in Indian Rupees, exclusive of all taxes and duties such as Sales, Customs, Service tax etc. leviable on the provisioning of work under this tender and inclusive of all excise, packing forwarding, import and custom clearance, transportation, till delivery at Mumbai, cost of installation commissioning and maintenance services under warranty.</p> <p>Octroi/Entry tax, if applicable, will be reimbursed by NABARD at actual on production of original payment receipt.</p> <p>From the date of placing the order till the delivery of the equipment, if any changes are brought in the tax structure by the Government resulting in reduction or increase of the cost of the equipments, the burden or benefits arising out of such change shall be passed on to NABARD.</p> <p>Terms like "rates as applicable" will not be accepted and such bids are liable to be rejected without assigning any reason whatsoever.</p> <p>The Vendors/Bidders should quote prices strictly as per the price composition stated above failing which the offers are likely to be rejected.</p>	No Changes	Clause remains same as per RFP
50	2.18	20	<p>No Price Variations: The commercial offer shall be on a fixed price basis. No upward revision in the prices would be considered on account of subsequent increases in government taxes, duties, levies, etc. However, if there is any reduction on account of government taxes, duties, local levies, etc. during the offer validity period, the same shall be passed on to NABARD</p>	<p>Revision in the prices would be considered on account of subsequent increases in government taxes, duties, levies, changes in the scope of work etc.</p>	No Changes	Clause remains same as per RFP
51	2.19	20	<p>Import Obligations: In the event of it being necessary to import any materials of foreign manufacture, the Vendor/Bidder should obtain the same against his own normal license quota and should not look to NABARD for any assistance whatsoever for their procurement</p>	<p>In the event of it being necessary to import any materials of foreign manufacture, the Vendor/Bidder should obtain the same against his own normal license quota and should pass on the additional cost to NABARD</p>	No Changes	Clause remains same as per RFP

52	2.2	20	Terms of Payment	<p>1) Terms of Payment will be discussed and mutually agreed by both parties at the time of contract awarded</p> <p>2) Added clause: All payments shall be due on the receipt of the invoice and shall be payable by NABARD within 30 days of the receipt of the invoice. If NABARD fails to make the payment within the specified period, then it shall be liable to pay a late payment fee on the amount outstanding, @ 2% of the late amount per month or portion thereof calculated on the number of days the payment is received late.</p>	No Changes	Clause remains same as per RFP
53	2.22	21	Timely completion and Liquidated Damages: If the Vendor/Bidder fails to effect and complete the work within the time as stipulated under the Section: "Term of execution of work", the Vendor/Bidder shall be liable to pay NABARD liquidated damages and not by way of penalty, a sum of 1 % of the contract price for each completed week of delay in completion of work. The Vendors/Bidders such liability for the delay in completing the work shall not in any case exceed 5 % of the contract price	If the Vendor/Bidder fails to effect and complete the work within the time as stipulated under the Section: "Term of execution of work", the Vendor/Bidder shall be liable to pay NABARD liquidated damages and not by way of penalty, a sum of 1 % of the contract price for each completed week of delay in completion of work. The Vendors/Bidders such liability for the delay in completing the work shall not in any case exceed 5 % of the contract price for all delays under the contract. Liquidated damages shall be NABARD's sole and exclusive remedy for all delays under the contract and shall be capped in accordance with the limitation of liability clause.	No Changes	Clause remains same as per RFP
54	2.24	21	Confidentiality: The details of the proposed service shall be treated as confidential information between NABARD and Vendor/Bidder. Any such information shall not be passed on in part or in full to any third party without NABARD's prior written approval	The details of the proposed service and any confidential material or confidential information exchanged between the parties shall be treated as confidential information between NABARD and Vendor/Bidder. Any such information shall not be passed on in part or in full to any third party without the disclosing party's prior written approval and shall be subject to a separately signed non-disclosure agreement and such non-disclosure agreement shall be made subject to the Agreement	No Changes	Clause remains same as per RFP

55	2.25	21	<p>Settlement of disputes by Arbitration: The Vendor/Bidder and NABARD shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom. If any dispute arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom which cannot be mutually settled within 30 days from the date of receipt of the notice, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996 to a sole arbitrator. The Authority to appoint the sole arbitrator shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996. The language of the arbitration proceedings shall be English.</p>	<p>The Vendor/Bidder and NABARD shall use their reasonable efforts to settle amicably all disputes arising out of or in connection with the Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom. If any dispute arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom which cannot be mutually settled within 15 days from the date of receipt of the notice, the parties agree to submit that dispute to arbitration under the Arbitration and Conciliation Act, 1996. The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall</p>	No Changes	Clause remains same as per RFP
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56	2.26	22	<p>Order cancellation</p> <p>NABARD reserves its right to cancel the entire/unexecuted part of the work contract at any time by assigning appropriate reasons in the event of one or more of the following conditions: -</p> <p>1. Delay in delivery of the ordered equipment, etc. beyond eight weeks from the date of acceptance of the work order (except with written permission from NABARD). Delay in installation and commissioning of the system beyond eight weeks from the date of acceptance of the work order (except with written permission from NABARD).</p> <p>3. Any other appropriate reason in view of NABARD. In addition to the cancellation of the work contract, NABARD reserves the right to foreclose the Bank guarantee given by the Vendor/Bidder towards performance of the contract to appropriate the damages</p>	Remove the clause	No Changes	Clause remains same as per RFP
57	2.28	23	<p>Right to alter quantities: NABARD reserves the right to alter quantities to be purchased on the same terms and conditions</p>	NABARD reserves the right to alter quantities to be purchased on the such terms and conditions as then agreed by the parties.	No Changes	Clause remains same as per RFP

58	2.29	23	Force Majeure: In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labour trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented. The decision of NABARD in this regard shall be final and shall not be questioned in arbitration or other legal proceedings	In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labour trouble, earthquakes, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, communications line or power failures, or governmental laws, court orders, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented. NABARD shall not be relieved of its payment obligations due to a force majeure event. If the recommencement of works requires the vendor to incur additional expense, such recommencement shall be subject to the agreement of the parties on payment of associated charges.	No Changes	Clause remains same as per RFP
59	Schedule 1	25	Part 1 – Schedule 1 – Para 4	Added Clause: We have proposed a set of deviations from the RFP terms and conditions which shall be taken into consideration at the bid evaluation stage.	No Changes	Clause remains same as per RFP
60	Schedule 3	26	Part 1 – Schedule 3 : Letter Of Indemnity And Undertaking	Indemnity shall form a separate clause in the Agreement to be signed post acceptance of the bid. No indemnity letter will be given at the bidding stage	No Changes	Indemnity letter to be given by successful bidder only
61	Schedule 4	28	Part 1 – Schedule 4 : Proforma of "PERFORMANCE BANK GUARANTEE"	PBG format will be discussed and mutually agreed by both parties at the time submission after contract is awarded	No Changes	Clause remains same as per RFP
62	Schedule 5	31	Part 1 – Schedule 5 : Details of Acceptance Tests at Bank's Site after Completion of Installation & Configuration	Please share the test and methodology details	Clarification	Test methodology details will be shared with the successful bidder.
63	Eligibility Criterion	12	The bidder should submit the valid Trade License Certificate along with the Technical Bid		Changes	This clause this made optional

Any other deviation not indicated above remains same as per original RFP.