

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
1	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	The current LMS system is based on Azure Infrastructure, request you confirm if the bidder must factor migration effort of the existing LMS Infrastructure to a different Cloud Platform (CSP) ?	The solution must be shifted to proposed cloud with no cost to the Bank
2	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	Request bank to provide architecture layout of each layer to ensure lift and shift by preserving the current CSP architecture?	Information will be shared with the selected bidder
3	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	What is the responsibility matrix (RACI) for SI w.r.t to the LMS Application design, deployment, migration, transformation, and support?	Information will be shared with the selected bidder
4	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	The existing LMS application is running on Ds v3 (intel) processor, request you confirm if the bidder can propose the AMD-based processors.	Bidder to comply with GeM and RFP terms and conditions, provided the application is having no effect.
5	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	Please suggest migration timeline for applications as the same is missing in Project Timelines	Migration timeline is within the project timelines as per the clause 1 of Section C - Deliverable and Service Level Agreements
6	GeM ATC Annexure-8 Scope of Work	2. Scope of work for Managed Services Provider/CSP	2.1. Transferring of Cloud subscription account from existing Managed Services Provider (MSP).	Does that mean Bank is ready to move the current CSP (Azure) to another Cloud Provider?	Bidder to propose its cloud and existing application may be shifted to the proposed cloud at no cost to the Bank

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7	GeM ATC Annexure-8 Scope of Work	6. Connectivity between Primary cloud location and Secondary cloud location	6.1.The selected bidder has to establish almost zero latency connectivity between their primary and secondary cloud location located in different seismic zone, with requested data transfer to maintain high availability, whenever decided by bank in future.	Request to modify the Clause. CSP cannot provide zero latency connectivity between their primary and secondary cloud location located in the different seismic zone because two seismic zones always have a 500/600 KM distance. Hence it would be near zero latency connectivity between two cloud DCs cloud locations.	Bidder has to comply the GeM and RFP terms and conditions.
8	GeM ATC Annexure-8 Scope of Work	8. Integration	8.1.The proposed cloud solution has to be capable of integrating with the following Bank's on premises/cloud solutions as per Bank's discretion 8.1.1.Active Directory 8.1.2.Biometric Solution 8.1.3.Single Sign On 8.1.4.Security Information and Event Management 8.1.5.Privilege Identity Management	1.This integration of On-Prem AD is with which part of CSP and what functionalities are expected? 2.What is the current SSO, SIEM & PIM solution? 3.Please elaborate on the requirement of Biometric solution integrations CSP?	Information will be shared with the selected bidder
9	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.5. Business Continuity, Backup and Restore 9.5.1.The selected bidder has to establish high availability of the instances created in cloud service provider with on premises banks data center and disaster recovery center. However, the cloud service provider has to also have a secondary cloud in different seismic zone within India.	1.Request bank to provide DR architecture layout of existing LMS application? 2.What is the bandwidth available in the existing link? 3.Request you to confirm the Data centre location, is it on the Bank premise or a third-party data centre? 4.Please provide the requirements for BCP-DR. How many DR drills are required per Year?	Information will be shared with the selected bidder
10	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.5. Business Continuity, Backup and Restore 9.5.2.The selected bidder has to configure policies to failback to Bank's Data Center or Disaster Recovery Center as decided by the Bank, at any point of time, if the cloud faces a service outage	1.Current backup policy? 2.Current disaster recovery strategy RTO and RPO? 3.Object Storage for Backup ?	Information will be shared with the selected bidder



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11	GeM ATC SECTION B - INTRODUCTION	3. About RFP:	3.1.The Bank intends to onboard System Integrator (SI) to provide Cloud Services through MeitY empaneled CSP's for facilitating migration of applications to Cloud platform under Software as a Service (SaaS) model in Canara Bank for 5 years.	Request you to please clarify if Bank wants SaaS or IaaS service.	3.1. The Bank intends to onboard System Integrator (SI) to provide Cloud Services under Infrastructure as a Service (IaaS) model through MSP/CSP in Canara Bank for 5 years.
12	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.2. Certification/Compliance: 9.2.7. The CSP/ selected bidder shall meet all the security requirements indicated in the IT Act 2000, the terms and conditions of the Provisional Empanelment of the Cloud Service Providers and shall comply to the audit criteria defined by STQC.	Request Bank to modify the clause as " The CSP/ selected bidder shall meet all the terms and conditions of the Provisional Empanelment of the Cloud Service Providers and shall comply to the audit criteria defined by STQC. "	Bidder has to comply the GeM and RFP terms and conditions.
13	GeM ATC Annexure-9 Technical Evaluation Criteria	Annexure-9 Technical Evaluation Criteria The technical evaluation of the bidder will be carried as per the details furnished below:	Sl. No.1 Criteria Implementation experience cloud service provider as Infrastructure as a service. Evaluation Parameters. Schedule Public /Private sector Bank/: 3 Marks NBFCs /Small finance Bank: 2.5 Marks Insurance company/Any listed company in India :2 Marks Note: Bank will accept maximum of two implementation under each category for scoring. Documents to be submitted. Letter/Certificate from the implemented bank/organization.	As we have stringent NDAs signed with our customers, we would not be able to provide the letters from our customers. We request Canara Bank to accept decalaration on our company's letter head for this clause.	Bidder has to comply the GeM and RFP terms and conditions.
14	GeM ATC Appendix-H DRAFT CONTRACT AGREEMENT	6. ASSIGNMENT:	The selected bidder/OEM shall not assign to any one, in whole or in part, its obligations to perform under the GeM bid/contract, except with the Bank's prior written consent.	We should have assignment rights without consent to our Affiliates and Group Companies. Further, Bank should include that they will intimate upon any assignment from their end.	Bidder has to comply the GeM and RFP terms and conditions.
15	GeM ATC Appendix-H DRAFT CONTRACT AGREEMENT	6. ASSIGNMENT:	VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, it's obligations to perform under the Contract, except with the BANK's prior written consent.	We should have assignment rights without consent to our Affiliates and Group Companies. Further, Bank should include that they will intimate upon any assignment from their end.	Bidder has to comply the GeM and RFP terms and conditions.

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16	GeM ATC Appendix-H DRAFT CONTRACT AGREEMENT	12. CONFIDENTIALITY AND NON-DISCLOSURE	<p>12.1. VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information. VENDOR/ SERVICE PROVIDER shall furnish an undertaking in the prescribed format.</p> <p>12.2. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.</p> <p>12.3. Provided that the Confidentiality Clause may not be applied to the data or information which;</p> <p>a) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.</p> <p>b) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.</p> <p>c) Is required by law or regulatory compliance to disclose to any third person.</p> <p>d) Is explicitly approved for release by written authorization of the Bank."</p> <p>THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS.</p>	Bank should change this clause to mutual	Bidder has to comply the GeM and RFP terms and conditions.
17	GeM ATC SECTION G - GENERAL CONDITIONS	12. Indemnity	<p>12.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:</p> <p>12.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</p> <p>12.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;</p>	<p>We request the Bank to restrict this section only to claims arising from damage to tangible property, personal injury or death caused by such party's negligence or wilful misconduct.</p> <p>Suggested following clause: With respect to all claims including those for intellectual property claims, Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO/Order giving rise to the liability</p>	Bidder has to comply the GeM and RFP terms and conditions.

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18	GeM ATC SECTION G - GENERAL CONDITIONS	12. Indemnity	12.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of service provided by them.	We request the Bank to cap the liability as below: With respect to all indemnity Claims including intellectual property claims, Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO giving rise to the liability.	Bidder has to comply the GeM and RFP terms and conditions.
19	GeM ATC SECTION G - GENERAL CONDITIONS	12. Indemnity 12.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of service provided by them.	The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.	While the indemnity clause refers to the liability cap, the actual limitation of liability clause does not feature in the contract document. Please propose the following limitation of liability clause to the Bank: i) The maximum aggregate liability of Service Provider/Vendor, with respect to all indemnity Claims under Section 59.1. and 59.2 including intellectual property claims, shall in no event exceeds, the most recent twelve (12) months of charges collected by Service Provider/Vendor pursuant to the applicable PO giving rise to the liability. ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.	Bidder has to comply the GeM and RFP terms and conditions.

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20	GeM ATC Appendix-H DRAFT CONTRACT AGREEMENT	11. INDEMNITY:	11.1. VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of: 11.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER; 11.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;	We request the Bank to restrict this section only to claims arising from damage to tangible property, personal injury or death caused by such party's negligence or wilful misconduct. Suggested following clause: With respect to all claims including those for intellectual property claims, Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO/Order giving rise to the liability	Bidder has to comply the GeM and RFP terms and conditions.
21	GeM ATC SECTION G - GENERAL CONDITIONS	12. Indemnity	12.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of service provided by them.	We request the Bank to cap the liability as below: With respect to all indemnity Claims including intellectual property claims, Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO giving rise to the liability.	Bidder has to comply the GeM and RFP terms and conditions.

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22	GeM ATC SECTION G - GENERAL CONDITIONS	12. Indemnity 12.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of service provided by them.	12.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.	While the indemnity clause refers to the liability cap, the actual limitation of liability clause does not feature in the contract document. Please propose the following limitation of liability clause to the Bank: i) The maximum aggregate liability of Service Provider/Vendor, with respect to all indemnity Claims under Section 59.1. and 59.2 including intellectual property claims, shall in no event exceeds, the most recent twelve (12) months of charges collected by Service Provider/Vendor pursuant to the applicable PO giving rise to the liability. ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.	Bidder has to comply the GeM and RFP terms and conditions.
23	GeM ATC SECTION G - GENERAL CONDITIONS	8. Assignment	8. Assignment	We request Bank to allow the assignment between TC Affiliates and Subsidiaries without taking written consent.	Bidder has to comply the GeM and RFP terms and conditions.
24	Generic	General Terms and Conditions on GeM 4.0 (Version 1.7) dt 13th Jan 2023	Limitation of Liability:	We request the Bank to clarify on the following: a) Whether this LOL shall take precedence over all the terms and conditions under this RFP? b) Furthwe, the aggregate liability of Bidder should be capped to an amount that shall not exceed recent twelve (12) months of charges collected by Bidder pursuant to the applicable po/order giving rise to the liability.	Bidder has to comply the GeM and RFP terms and conditions.

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25	Generic	General Terms and Conditions on GeM 4.0 (Version 1.7) dt 13th Jan 2023	Indemnification: The Seller shall at all time indemnify Buyer against all suits and claims which may be made in respect of the goods/services for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim and suit in respect of alleged breach of patent, registered designs or trade-mark being made against the Buyer, the Buyer shall notify the Seller/ Service Provider of the same who shall at its own expense either settle any such dispute or conduct and litigation that may arise there from.	We request you to add the following exceptions to the said clause: 1. Not using the said products in combination with other products not provided by the bidder or 2. equipments not being used as per the instructions provided by the bidder.	Bidder has to comply the GeM and RFP terms and conditions.
26	Generic	General Terms and Conditions on GeM 4.0 (Version 1.7) dt 13th Jan 2023	Buyers and Sellers agree to indemnify, defend and hold harmless GeM: 23.2.1- Breach of the contract 23.2.2- 3rd party third party claims due use of the Website 23.2.3- claims made by 3rd party regarding content/ information or materials provided by Seller cause any damage to a third party; 23.2.4- Violation of any IP rights	We request the Bank to restrict this section only to claims arising from damage to tangible property, personal injury or death caused by such party's negligence or wilful misconduct. Suggested following clause: With respect to all claims including those for intellectual property claims, Bidder shall in no event be liable in an amount that exceeds, in the aggregate for all such liabilities, the most recent twelve (12) months of charges collected by Bidder pursuant to the applicable PO/Order giving rise to the liability	Bidder has to comply the GeM and RFP terms and conditions.
27	GeM ATC SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1. Project Timelines	1.3. The selected bidder has to setup Cloud Environment within 15 days from the date of acceptance of Purchase Order.	Here request some relaxsation on the delivery timeline, we request atleast 8 weeks from the date of purchase order along with all necesarry documentataion & access's.	Bidder has to comply the GeM and RFP terms and conditions.
28	GeM ATC SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	1. Project Timelines	1.4.The services will be accepted after satisfactory working of the applications.	Request acceptance pots delivery of given IaaS services as the scope related to application is not under control.	Bidder has to comply the GeM and RFP terms and conditions.



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29	GeM ATC SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	3. Deliverables	3.1. Any license, if required for the offered services, need to be provided by the successful bidder at no extra cost to the Bank. The successful bidder is solely responsible for any legal obligation related to licenses for services proposed as implemented by the selected bidder.	Bidder will take care the licesnsing related to IaaS only, incase of replicatipn between proposed Cloud to your existing DC & DR then request Bank to share the detail on the same. Request calrity on the DB & Application replication mechanism detail, whetebr Bank will provide required tool for this replication or not.	Bidder to migrate the application at no extra cost to the Bank.
30	GeM ATC Annexure-8 Scope of Work	2. Scope of work for Managed Services Provider/CSP	2.8.The selected bidder shall manage the instances of storage, compute instances, and network environments. This includes Bank-owned & installed operating systems and other system software that are outside of the authorization boundary of the CSP. The selected bidder is also responsible for managing specific controls relating to shared touch points within the security authorization boundary, such as establishing customized security control solutions. Examples include, but are not limited to, configuration and patch management, vulnerability scanning, disaster recovery, and protecting data in transit and at rest, host firewall management, managing credentials, identity and access management, and managing network configurations.	Request clarity on the OS, assuming here supply & management of OS will be CSP only.	Yes
31	GeM ATC Annexure-8 Scope of Work	4.Connectivity between Bank's DC & DR and Proposed Cloud solution	4.1.The selected bidder has to establish two point to point connectivity (Primary and secondary path) between Bank's DC & DR and the cloud service provider with 100 Mbps bandwidth each and has to be upgraded or downgraded whenever Bank decides. The Bank's Data Center and Disaster Recovery Center has to be connected to the cloud location as mentioned below:	Here request to Bank to share more clarity about this use case, assuming here we can extend proposed CSP's IaaS infra using L2/L3 MPLS NW towards Bank's DC & DR? Kindly confirm.	Information will be shared with the selected bidder
32	GeM ATC Annexure-9 Technical Evaluation Criteria	Annexure-9 Technical Evaluation Criteria The technical evaluation of the bidder will be carried as per the details furnished below:	Sl. No.1 Criteria Implementation experience cloud service provider as Infrastructure as a service. Evaluation Parameters. Schedule Public /Private sector Bank/: 3 Marks NBFCs /Small finance Bank: 2.5 Marks Insurance company/Any listed company in India :2 Marks Note: Bank will accept maximum of two implementation under each category for scoring. Documents to be submitted. Letter/Certificate from the implemented bank/organization.	1.Request bank not to restrict on category 2. Request Bank to accept reference customer's mail on suceesful criteria from authoruzed personel 3. Request Bank to Modify the clause as Implementation experience cloud service provider/Bidder as Infrastructure as a service	Bidder has to comply the GeM and RFP terms and conditions.

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33	GeM ATC Annexure-9 Technical Evaluation Criteria	Annexure-9 Technical Evaluation Criteria The technical evaluation of the bidder will be carried as per the details furnished below:	Sl. No.4 Criteria The Bidder should have experience for following domains during the past three financial years i.e. 2019-20, 2020-21 and 2021-22. • Cloud Administration • Cloud Migration • Security Administration • Database Administration • Storage & Backup Evaluation Parameters. Yes : 10 Marks No : 0 Marks Documents to be submitted. The Bidder has to submit the documentary proofs/artifacts to verify the same.	Request bank to modify the clause as The Bidder/Cloud service provider should have experience for following domains during the past three financial years i.e. 2019-20, 2020-21 and 2021-22	Bidder has to comply the GeM and RFP terms and conditions.
34	GeM ATC Annexure-8 Scope of Work	6. Connectivity between Primary cloud location and Secondary cloud location	6.1. The selected bidder has to establish almost zero latency connectivity between their primary and secondary cloud location located in different seismic zone, with requested data transfer to maintain high availability, whenever decided by bank in future.	Request you to modify the clause as - primary and secondary cloud location separated by a minimum distance of 400Kms instead of different seismic zone. As per MeitY guidance for empanelment of CSPs, the DC & DR sites shall be separated by a minimum distance of 100 kilometers. Refer pg34 https://www.meity.gov.in/writereaddata/files/Application_Empanelment_CSPs_June_2021.pdf	Bidder to comply with GeM and RFP terms and conditions and to refer Corrigendum-2
35	Generic	Generic	Generic	Request you to modify as near zero latency instead of almost zero latency considering the distance & connectivity between two cloud DCs cloud locations.	Bidder has to comply the GeM and RFP terms and conditions.

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36	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.5. Business Continuity, Backup and Restore 9.5.1. The selected bidder has to establish high availability of the instances created in cloud service provider with on premises banks data center and disaster recovery center. However, the cloud service provider has to also have a secondary cloud in different seismic zone within India.	Request you to modify the clause as - However, the cloud service provider has to also have a secondary cloud location separated by a minimum distance of 400Kms within India. As per MeitY guidance for empanelment of CSPs, the DC & DR sites shall be separated by a minimum distance of 100 kilometers. Refer pg34. https://www.meity.gov.in/writereaddata/files/Application_Empanelment_CSPs_June_2021.pdf	Bidders to refer Corrigendum-2 for revised amended Annexure-8 Scope of Work
37	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.6. Future requirements ready 9.6.3. The selected bidder has to provide a cloud offering that has two or more cloud within India in different seismic zone, enabling Bank to move the high availability instance to secondary cloud as per the Bank's discretion.	Request you to modify the clause as - The selected bidder has to provide a cloud offering that has two or more cloud within India separated by a minimum distance of 400Kms, enabling Bank to move the high availability instance to secondary cloud as per the Bank's discretion. As per MeitY guidance for empanelment of CSPs, the DC & DR sites shall be separated by a minimum distance of 100 kilometers. Refer pg34. https://www.meity.gov.in/writereaddata/files/Application_Empanelment_CSPs_June_2021.pdf	Bidders to refer Corrigendum-2 for revised amended Annexure-8 Scope of Work

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38	GeM ATC Annexure-8 Scope of Work	6. Connectivity between Primary cloud location and Secondary cloud location	6.1. The selected bidder has to establish almost zero latency connectivity between their primary and secondary cloud location located in different seismic zone, with requested data transfer to maintain high availability, whenever decided by bank in future.	Request you to modify the clause as - primary and secondary cloud location separated by a minimum distance of 400Kms instead of different seismic zone. As per MeitY guidance for empanelment of CSPs, the DC & DR sites shall be separated by a minimum distance of 100 kilometers. Refer pg34 https://www.meity.gov.in/writereaddata/files/Application_Empanelment_CSPs_June_2021.pdf	Bidders to refer Corrigendum-2 for revised amended Annexure-8 Scope of Work
39	Generic	Generic	Generic	Request you to modify as near zero latency instead of almost zero latency considering the distance & connectivity between two cloud DCs cloud locations.	Bidders to refer Corrigendum-2
40	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.5. Business Continuity, Backup and Restore 9.5.1. The selected bidder has to establish high availability of the instances created in cloud service provider with on premises banks data center and disaster recovery center. However, the cloud service provider has to also have a secondary cloud in different seismic zone within India.	Request you to modify the clause as - However, the cloud service provider has to also have a secondary cloud location separated by a minimum distance of 400Kms within India. As per MeitY guidance for empanelment of CSPs, the DC & DR sites shall be separated by a minimum distance of 100 kilometers. Refer pg34 https://www.meity.gov.in/writereaddata/files/Application_Empanelment_CSPs_June_2021.pdf	Bidders to refer Corrigendum-2 for revised amended Annexure-8 Scope of Work

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42	GeM ATC SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	4. Penalties/Liquidated Damages	4.4. The maximum penalty levied under clause 4.2 of this section shall not be more than the 25% of Monthly payment including GST.	Request you to cap the penalty between 5% to 10% excluding GST	Bidder has to comply the GeM and RFP terms and conditions.
43	GeM ATC Annexure-8 Scope of Work	2. Scope of work for Managed Services Provider/CSP	2.1. Transferring of Cloud subscription account from existing Managed Services Provider (MSP).	Understand the current MSP is Microsoft. Is the cloud tenancy owned by Bank	No, cloud tenance does not owned by the bank
44	GeM ATC Annexure-8 Scope of Work	2. Scope of work for Managed Services Provider/CSP	2.7. The selected bidder shall ensure that a change release management and configuration management procedure is defined and implemented to process any change to the cloud environment/ services. This procedure must include the capability to support the transition between the aforementioned environments prior to production deployment.	Please let us know tools used for Change mangement currently. Also, what is the voulme of the changes deployed per month	Information will be shared with the selected bidder
45	GeM ATC Annexure-8 Scope of Work	2. Scope of work for Managed Services Provider/CSP	2.11. The selected bidder has to create a separate tenant(dedicated cloud instance) in the cloud offering and ensure multi-tenant isolation, no communication with any neighbor apart from the bank's asset	Which service need to setup or migrated to sperate tenancy creatated for isolation	Information will be shared with the selected bidder
46	GeM ATC Annexure-8 Scope of Work	2. Scope of work for Managed Services Provider/CSP	3.2. The selected bidder will be responsible for provisioning of requisite network infrastructure (including switches, routers and firewalls) to ensure accessibility of the servers as per defined SLA's.	Number of customer end points where we need to setup routers/switches to connect to cloud	Information will be shared with the selected bidder
47	GeM ATC Annexure-8 Scope of Work	1 Services requirement	Content Delivery Network	Please provide details for the content delivery network	Information will be shared with the selected bidder



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48	GeM ATC Annexure-8 Scope of Work	2. Scope of work for Managed Services Provider/CSP	2.2. The existing MSP environments are to be deployed on the Dedicated cloud/Virtual Private Cloud / Government Community Cloud located in India.	Details on the existing the environments which includes application version, integration touch points	Information will be shared with the selected bidder
49	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	The current LMS system is based on Azure Infrastructure, request you confirm if the bidder must factor migration effort of the existing LMS Infrastructure to a different Cloud Platform (CSP) ?	Bidder to comply with GeM and RFP terms and conditions, provided the application is having no effect.
50	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	Request bank to provide architecture layout of each layer to ensure lift and shift by preserving the current CSP architecture?	Information will be shared with the selected bidder
51	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	What is the responsibility matrix (RACI) for SI w.r.t to the LMS Application design, deployment, migration, transformation, and support?	Information will be shared with the selected bidder
52	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	The existing LMS application is running on Ds v3 (intel) processor, request you confirm if the bidder can propose the AMD-based processors.	Bidder may propose any processors , provided there is no effect on the application.
53	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	Please suggest migration timeline for applications as the same is missing in Project Timelines	Migration timeline is within the project timelines as per the clause 1 of Section C - Deliverable and Service Level Agreements
54	GeM ATC Annexure-8 Scope of Work	2. Scope of work for Managed Services Provider/CSP	2.1. Transferring of Cloud subscription account from existing Managed Services Provider (MSP).	Does that mean Bank is ready to move the current CSP (Azure) to another Cloud Provider?	Yes, the bank is ready to move current CSP (Azure) to another cloud as per the RFP terms and conditions.

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
55	GeM ATC Annexure-8 Scope of Work	6. Connectivity between Primary cloud location and Secondary cloud location	6.1.The selected bidder has to establish almost zero latency connectivity between their primary and secondary cloud location located in different seismic zone, with requested data transfer to maintain high availability, whenever decided by bank in future.	Request to modify the Clause. CSP cannot provide zero latency connectivity between their primary and secondary cloud location located in the different seismic zone because two seismic zones always have a 500/600 KM distance. Hence it would be near zero latency connectivity between two cloud DCs cloud locations.	Bidder has to comply the GeM and RFP terms and conditions.
56	GeM ATC Annexure-8 Scope of Work	8. Integration	8.1.The proposed cloud solution has to be capable of integrating with the following Bank's on premises/cloud solutions as per Bank's discretion 8.1.1.Active Directory 8.1.2.Biometric Solution 8.1.3.Single Sign On 8.1.4.Security Information and Event Management 8.1.5.Privilege Identity Management	1.This integration of On-Prem AD is with which part of CSP and what functionalities are expected? 2.What is the current SSO, SIEM & PIM solution? 3.Please elaborate on the requirement of Biometric solution integrations CSP?	Information will be shared with the selected bidder
57	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.5. Business Continuity, Backup and Restore 9.5.1.The selected bidder has to establish high availability of the instances created in cloud service provider with on premises banks data center and disaster recovery center. However, the cloud service provider has to also have a secondary cloud in different seismic zone within India.	1.Request bank to provide DR architecture layout of existing LMS application? 2.What is the bandwidth available in the existing link? 3.Request you to confirm the Data centre location, is it on the Bank premise or a third-party data centre? 4.Please provide the requirements for BCP-DR. How many DR drills are required per Year?	Information will be shared with the selected bidder
58	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.5. Business Continuity, Backup and Restore 9.5.2.The selected bidder has to configure policies to failback to Bank's Data Center or Disaster Recovery Center as decided by the Bank, at any point of time, if the cloud faces a service outage	1.Current backup policy? 2.Current disaster recovery strategy RTO and RPO? 3.Object Storage for Backup ?	Information will be shared with the selected bidder



Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
59	GeM ATC SECTION B - INTRODUCTION	3. About RFP:	3.1.The Bank intends to onboard System Integrator (SI) to provide Cloud Services through MeitY empaneled CSP's for facilitating migration of applications to Cloud platform under Software as a Service (SaaS) model in Canara Bank for 5 years.	Request you to please clarify if Bank wants SaaS or IaaS service.	3.1. The Bank intends to onboard System Integrator (SI) to provide Cloud Services under Infrastructure as a Service (IaaS) model through MSP/CSP in Canara Bank for 5 years.
60	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.2. Certification/Compliance: 9.2.7. The CSP/ selected bidder shall meet all the security requirements indicated in the IT Act 2000, the terms and conditions of the Provisional Empanelment of the Cloud Service Providers and shall comply to the audit criteria defined by STQC.	Request Bank to modify the clause as " The CSP/ selected bidder shall meet all the terms and conditions of the Provisional Empanelment of the Cloud Service Providers and shall comply to the audit criteria defined by STQC. "	Bidder has to comply the GeM and RFP terms and conditions.
61	GeM ATC Annexure-9 Technical Evaluation Criteria	Annexure-9 Technical Evaluation Criteria The technical evaluation of the bidder will be carried as per the details furnished below:	Sl. No.1 Criteria Implementation experience cloud service provider as Infrastructure as a service. Evaluation Parameters. Schedule Public /Private sector Bank/: 3 Marks NBFCs /Small finance Bank: 2.5 Marks Insurance company/Any listed company in India :2 Marks Note: Bank will accept maximum of two implementation under each category for scoring. Documents to be submitted. Letter/Certificate from the implemented bank/organization.	As we have stringent NDAs signed with our customers, we would not be able to provide the letters from our customers. We request Canara Bank to accept decalaration on our company's letter head for this clause.	Bidder has to comply the GeM and RFP terms and conditions.
62	GeM ATC Annexure-2 Pre-Qualification Criteria	Criteria Sl. No.11	Sl. No. 11 Pre-Qualification Criteria Bidder should have implemented Cloud on premise air gap environments of the Central / PSUs/Private Banks. Bidder should have supported Core Banking / Payment Gateway (UBI / NEFT / RTGS / IMPS)etc and other critical applications directly. Documents to be submitted In compliance with Pre-Qualification Criteria Bidder has to submit relevant certification/documents.	Request you to change the clause as below. Bidder should have implemented Cloud on premise air gap environments of the Central Govt / PSUs/Private Banks. Bidder should have supported Core Banking / Payment Gateway (UBI / NEFT / RTGS / IMPS)etc and /or other critical applications directly	Bidder to refer Corrigendum-2 for updated clause.

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
63	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	The current LMS system is based on Azure Infrastructure, request you confirm if the bidder must factor migration effort of the existing LMS Infrastructure to a different Cloud Platform (CSP) ?	Bidder to factor without any extra cost to the Bank
64	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	Request bank to provide architecture layout of each layer to ensure lift and shift by preserving the current CSP architecture?	Information will be shared with the selected bidder
65	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	What is the responsibility matrix (RACI) for SI w.r.t to the LMS Application design, deployment, migration, transformation, and support?	Information will be shared with the selected bidder
66	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	The existing LMS application is running on Ds v3 (intel) processor, request you confirm if the bidder can propose the AMD-based processors.	Bidder to comply with GeM and RFP terms and conditions, provided the application is having no effect.
67	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	Please suggest migration timeline for applications as the same is missing in Project Timelines	Migration timeline is within the project timelines as per the clause 1 of Section C - Deliverable and Service Level Agreements
68	GeM ATC Annexure-8 Scope of Work	2. Scope of work for Managed Services Provider /CSP	2.1. Transferring of Cloud subscription account from existing Managed Services Provider (MSP).	Does that mean Bank is ready to move the current CSP (Azure) to another Cloud Provider?	Yes
69	GeM ATC Annexure-8 Scope of Work	6. Connectivity between Primary cloud location and Secondary cloud location	6.1. The selected bidder has to establish almost zero latency connectivity between their primary and secondary cloud location located in different seismic zone, with requested data transfer to maintain high availability, whenever decided by bank in future.	Request to modify the Clause. CSP cannot provide zero latency connectivity between their primary and secondary cloud location located in the different seismic zone because two seismic zones always have a 500/600 KM distance. Hence it would be near zero latency connectivity between two cloud DCs cloud locations.	Bidder has to comply the GeM and RFP terms and conditions.

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
70	GeM ATC Annexure-8 Scope of Work	8. Integration	8.1.The proposed cloud solution has to be capable of integrating with the following Bank's on premises/cloud solutions as per Bank's discretion 8.1.1.Active Directory 8.1.2.Biometric Solution 8.1.3.Single Sign On 8.1.4.Security Information and Event Management 8.1.5.Privilege Identity Management	1.This integration of On-Prem AD is with which part of CSP and what functionalities are expected? 2.What is the current SSO, SIEM & PIM solution? 3.Please elaborate on the requirement of Biometric solution integrations CSP?	Information will be shared with the selected bidder
71	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.5. Business Continuity, Backup and Restore 9.5.1.The selected bidder has to establish high availability of the instances created in cloud service provider with on premises banks data center and disaster recovery center. However, the cloud service provider has to also have a secondary cloud in different seismic zone within India.	1.Request bank to provide DR architecture layout of existing LMS application? 2.What is the bandwidth available in the existing link? 3.Request you to confirm the Data centre location, is it on the Bank premise or a third-party data centre? 4.Please provide the requirements for BCP-DR. How many DR drills are required per Year?	Information will be shared with the selected bidder
72	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.5. Business Continuity, Backup and Restore 9.5.2.The selected bidder has to configure policies to failback to Bank's Data Center or Disaster Recovery Center as decided by the Bank, at any point of time, if the cloud faces a service outage	1.Current backup policy? 2.Current disaster recovery strategy RTO and RPO? 3.Object Storage for Backup ?	Information will be shared with the selected bidder
73	GeM ATC SECTION B - INTRODUCTION	3. About RFP:	3.1.The Bank intends to onboard System Integrator (SI) to provide Cloud Services through MeitY empaneled CSP's for facilitating migration of applications to Cloud platform under Software as a Service (SaaS) model in Canara Bank for 5 years.	Request you to please clarify if Bank wants SaaS or IaaS service.	3.1. The Bank intends to onboard System Integrator (SI) to provide Cloud Services under Infrastructure as a Service (IaaS) model through MSP/CSP in Canara Bank for 5 years.
74	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.2. Certification/Compliance: 9.2.7. The CSP/ selected bidder shall meet all the security requirements indicated in the IT Act 2000, the terms and conditions of the Provisional Empanelment of the Cloud Service Providers and shall comply to the audit criteria defined by STQC.	Request Bank to modify the clause as " The CSP/ selected bidder shall meet all the terms and conditions of the Provisional Empanelment of the Cloud Service Providers and shall comply to the audit criteria defined by STQC. "	Bidder has to comply the GeM and RFP terms and conditions.

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
75	GeM ATC Annexure-9 Technical Evaluation Criteria	Annexure-9 Technical Evaluation Criteria The technical evaluation of the bidder will be carried as per the details furnished below:	Sl. No.1 Criteria Implementation experience cloud service provider as Infrastructure as a service. Evaluation Parameters. Schedule Public /Private sector Bank/: 3 Marks NBFCs /Small finance Bank: 2.5 Marks Insurance company/Any listed company in India :2 Marks Note: Bank will accept maximum of two implementation under each category for scoring. Documents to be submitted. Letter/Certificate from the implemented bank/organization.	As we have stringent NDAs signed with our customers, we would not be able to provide the letters from our customers. We request Canara Bank to accept decalaration on our company's letter head for this clause.	Bidder has to comply the GeM and RFP terms and conditions.
76	GeM ATC SECTION F - OWNERSHIP & AWARDING OF CONTRACT	11. Order Cancellation/Termination of Contract	11.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions: 11.1.1. Delay in delivery of services in the specified period. 11.1.2. Serious discrepancies noted in the inspection. 11.1.3. Breaches in the terms and conditions of the Order. 11.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances: 11.2.1. Non submission of acceptance of order within 7 days of order. 11.2.2. Excessive delay in execution of order placed by the Bank. 11.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid. 11.2.4. The bidder goes in to liquidation voluntarily or otherwise. 11.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid. 11.2.6. The progress made by the selected bidder is found to be unsatisfactory. 11.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price. 11.2.8. If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during the course of contracted period. 11.2.9. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.	Kyndryl recommends the following language for termination for cause: Either party may terminate this Contract t if the other materially breaches this Contract; provided that the party that is non-compliant is given a written notice by the other party and thirty (30) days' notice period to remedy such non-compliance, and the Contract shall then be terminated when the defaulting party fails to remedy such non-compliance within such notice period. In the event of such termination of this Contract, Client shall pay Kyndryl for all the Services Kyndryl delivers through the effective date of termination in addition to payment for, applicable wind -down charges and expenses incurred by Kyndryl. Secondly, in specific response to this Section 12, please note that Section 12.1.1, Section 12.1.2 and Section 12.1.3 are widely worded and can be bracketed in one category of termination of cause where Bidder has committed or materially breaches its obligations under the contract. Section 12.2 again can be bracketed as a termination for material breach for	Bidder has to comply the GeM and RFP terms and conditions.

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
77	GeM ATC SECTION G - GENERAL CONDITIONS	12. Indemnity	<p>12. Indemnity</p> <p>12.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:</p> <p>12.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</p> <p>12.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;</p> <p>12.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of service provided by them.</p> <p>12.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.</p> <p>12.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real</p>	<p>Indemnification: Bidder will indemnify CB for third party claims for only any breach of IPR violations by the Bidder on material if any supplied by Bidder from the use of unaltered Company manufactured products, provided the CB gives the Company prompt notice of any such claim and Bidder is allowed to take sole defense and control of any such claim. For clarity, this does not apply to any third party Products or Software supplied by Bidder. Further, Bidder shall not indemnify CB for any <i>inter se</i> claims or for any general indemnity related to any breaches under contract as Indemnification is for specific requirements under the contract.</p> <p>Limitation of Liability: Bidder submits the following language to be included in the contract. Bidder's entire liability for all claims related to the Agreement will not exceed the aggregate amount of any actual direct damages incurred by up to the amounts paid (if recurring charges, up to 12 months' charges apply) by CB for the product or service that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to Bidder, its</p>	Bidder has to comply the GeM and RFP terms and conditions.
78	GeM ATC SECTION G - GENERAL CONDITIONS	22. Legal Disputes and Jurisdiction of the court	<p>22.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.</p> <p>22.2. All disputes and controversies between Bank and selected bidder shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court as this RFP/Contract agreement shall be governed by the laws of India.</p>	<p>We would request that the Disputes should also be the subject matter of the Arbitration and Conciliation Act, 1996.</p>	Bidder has to comply the GeM and RFP terms and conditions.

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
79	GeM ATC SECTION G - GENERAL CONDITIONS SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	6. Inspection of Records 8. Right to Audit	<p>6 Inspection of Records Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Bank under this RFP and the selected bidder shall extend all cooperation in this regard</p> <p>8.1.The selected bidder (Service Provider) has to get itself annually audited by internal/external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.</p> <p>8.2.Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution</p>	Kyndryl proposes that any audit by the Bank shall be done with prior written notice of not less than 14 days and without causing any disruption to the day -to-day activities of Kyndryl. Further internal cost records of the Kyndryl shall be outside the purview of this audit.	Bidder has to comply the GeM and RFP terms and conditions.
80	APPENDICES	APPENDICES	Appendix F Proforma of Bank Guarantee for Contract Performance	Kyndryl seeks deviation. The provisions of the Bank Guarantee viz invocation , duration and extension needs to be discussed and mutually agreed.	Bidder has to comply the GeM and RFP terms and conditions.

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
81	GeM ATC Appendix-G Pre Contract Integrity Pact	FALL CLAUSE	FALL CLAUSE 8.1.The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.	The fall clause is widely worded enough to even apply to private entities and also doesn't limit itself to services at hand and leaves Bidder with very little wriggle room to define any form business propositions to other client. We would like to discuss this with you.	Bidder has to comply the GeM and RFP terms and conditions.
82	GeM ATC SECTION F - OWNERSHIP & AWARDING OF CONTRACT	11. Order Cancellation/Termination of Contract	11.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions: 11.1.1. Delay in delivery of services in the specified period. 11.1.2. Serious discrepancies noted in the inspection. 11.1.3. Breaches in the terms and conditions of the Order. 11.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances: 11.2.1. Non submission of acceptance of order within 7 days of order. 11.2.2. Excessive delay in execution of order placed by the Bank. 11.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid. 11.2.4. The bidder goes in to liquidation voluntarily or otherwise. 11.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid. 11.2.6. The progress made by the selected bidder is found to be unsatisfactory. 11.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price. 11.2.8. If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during the course of contracted period. 11.2.9. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.	Either party may terminate this Contract if the other materially breaches this Contract; provided that the party that is non-compliant is given a written notice by the other party and thirty (30) days' notice period to remedy such non-compliance, and the Contract shall then be terminated when the defaulting party fails to remedy such non-compliance within such notice period. In the event of such termination of this Contract, Client shall pay Kyndryl for all the Services Kyndryl delivers through the effective date of termination in addition to payment for, applicable wind -down charges and expenses incurred by Kyndryl.	Bidder has to comply the GeM and RFP terms and conditions.

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
83	Generic	Limitation of Liability:	Notwithstanding anything contained in this agreement, no party will be liable for any special, incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including for loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, tort (including negligence) or otherwise; except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party of its obligation. In no event will either party's aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, tort (including negligence), warranty or otherwise) exceed the Contract Price entered into the Contract between Buyer and Seller.	The rationale for the requirement of these GeM terms is not clear as there are many conflicting provisions between the RFP and the GeM terms. Further the limitation of liability is drafted in a way where all breaches under the contract are outside the exclusions of indirect damages which is not how Section 73 of the Indian contract looks at indirect damages and it also defeats the purpose of having a clause on indirect damages in a contract. Secondly, the amount of monetary cap shouldnt be as high as the contract value vis-a-vis GeM. It is also not clear whether the RFP terms will be applicable here or not.	Bidder has to comply the GeM and RFP terms and conditions.
84	GeM ATC SECTION G - GENERAL CONDITIONS	12. Indemnity	<p>23.2Indemnification: The Seller shall at all time indemnify Buyer against all suits and claims which may be made in respect of the goods/services for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim and suit in respect of alleged breach of patent, registered designs or trade-mark being made against the Buyer, the Buyer shall notify the Seller/ Service Provider of the same who shall at its own expense either settle any such dispute or conduct and litigation that may arise there from.</p> <p>Buyers and Sellers agree to indemnify, defend and hold harmless GeM, its officials, Managed Service Provider (herein after individually and collectively referred to as "indemnified parties") from and against any and all losses, liabilities, claims, suits, proceedings, penalties, interests, damages, demands, costs and expenses (including legal and other statutory fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the indemnified parties that arise out of, result from, or in connection with</p> <p>23.2.1Breach of the contract(s); or 23.2.2Any claims made by any third party due to, or arising out of, or in connection with, use of the Website; or 23.2.3Any claim made by any third party regarding content/ information or materials provided by Seller cause any damage to a third party; or arising out of, or in connection with, use of the Website. 23.2.4Violation of any intellectual property rights or any other rights. Once GeM notifies the Buyer/ Seller of such claims, they shall defend and indemnify GeM for the same. Further, in no case they shall</p>	Bidder will indemnify CB for third party claims for only any breach of IPR violations by the Bidder on material if any supplied by Bidder from the use of unaltered Company manufactured products , provided the CB gives the Company prompt notice of any such claim and Bidder is allowed to take sole defense and control of any such claim. For clarity, this does not apply to any third party Products or Software supplied by Bidder. Further, Biddher shall not indemnify CB for any inter se claims or for any general indemnity related to any breaches under contract as Indemnification is for specific requirements under the contract.	Bidder has to comply the GeM and RFP terms and conditions.



Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
85	GeM ATC Annexure-8 Scope of Work	2. Scope of work for Managed Services Provider/CSP	2.2. The existing MSP environments are to be deployed on the Dedicated cloud/Virtual Private Cloud / Government Community Cloud located in India.	Does it have to a VPC? VPC aligned to a particular CSP and gives an undue advantage as it will not qualify others to participate. Hence we request to modify the clause to host applications/platforms on a Meity approved Public Cloud providers present in Gartner Magic Quadrant for Cloud Infrastructure and Platform Service providers.	No, its Infrastructure as a Service (IaaS).
86	GeM ATC Annexure-8 Scope of Work	2. Scope of work for Managed Services Provider/CSP	2.5. The proposed cloud solution needs to provide the ability for Bank IT Administrators to automatically provision the service via a Web Portal (Self Provisioning), provide metering and billing to provide service assurance for maintenance & operations activities. Detailed user level or group level auditing, monitoring, metering, accounting, show-back information is essential for the offered cloud platform.	How many IT Administrators are there?	Information will be shared with the selected bidder
87	GeM ATC Annexure-8 Scope of Work	2. Scope of work for Managed Services Provider/CSP	2.8. The selected bidder shall manage the instances of storage, compute instances, and network environments. This includes Bank-owned & installed operating systems and other system software that are outside of the authorization boundary of the CSP. The selected bidder is also responsible for managing specific controls relating to shared touch points within the security authorization boundary, such as establishing customized security control solutions. Examples include, but are not limited to, configuration and patch management, vulnerability scanning, disaster recovery, and protecting data in transit and at rest, host firewall management, managing credentials, identity and access management, and managing network configurations.	1. Please specify system softwares other than operating system. Pleaes mentioned quantity as well. 2. Mention number of Bank's IDs to be managed under IAM.	Information will be shared with the selected bidder
88	GeM ATC Annexure-8 Scope of Work	2. Scope of work for Managed Services Provider/CSP	2.10. The selected bidder has to provide 24x7 enterprise level technical support from the Cloud Service Provider. The selected bidder has to factor the solution such that there is a buffer of 30% reserved for handling the peak load.	Does bidder have to factor 30% additional resources on current VMs configurations given in the SOW? Please confirm. Please share the average and peak utilization	Bidder has to comply the GeM and RFP terms and conditions.
89	GeM ATC Annexure-8 Scope of Work	7. Licensing	7.4. The selected bidder has to factor licenses to take backup of the application deployed in the cloud and restore the same in Bank's Datacenter or Disaster Recovery Center.	How is backed up data currently being moved from Cloud to On-prem DC? What licenes are being used. Please specify. Can licenses be re-used?	Information will be shared with the selected bidder

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
90	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	1. Service Requirement Sl. No. 19 Service type Database Description Mongo DB enterprise license (latest version)	Is Canara Bank providing Mongo DB licenses? Please mention Qty if bidder has to provide the licenses.	Bidder to propose the same
91	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	1. Service Requirement Sl. No. 8 Service type Site Recovery Description 2 instances,	Please confirm if DR is required for all workloads. If not, please specify, instances for which DR is required.	Yes
92	GeM ATC Annexure-8 Scope of Work	3. Connectivity and Port charges	3.2. The selected bidder will be responsible for provisioning of requisite network infrastructure (including switches, routers and firewalls) to ensure accessibility of the servers as per defined SLA's.	Does Canara bank have router with VLAN at Bangalore and Mumbai DC to establish connectivity with Cloud?	Yes
93	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	The current LMS system is based on Azure Infrastructure, request you confirm if the bidder must factor migration effort of the existing LMS Infrastructure to a different Cloud Platform (CSP) ?	Bidder to migrate the application at no extra cost to the Bank.
94	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	Request bank to provide architecture layout of each layer to ensure lift and shift by preserving the current CSP architecture?	Information will be shared with the selected bidder
95	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	What is the responsibility matrix (RACI) for SI w.r.t to the LMS Application design, deployment, migration, transformation, and support?	Information will be shared with the selected bidder
96	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	The existing LMS application is running on Ds v3 (intel) processor, request you confirm if the bidder can propose the AMD-based processors.	Bidder to comply with GeM and RFP terms and conditions, provided the application is having no effect.

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
97	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	Please suggest migration timeline for applications as the same is missing in Project Timelines	Migration timeline is within the project timelines as per the clause 1 of Section C - Deliverable and Service Level Agreements
98	GeM ATC Annexure-8 Scope of Work	2. Scope of work for Managed Services Provider/CSP	2.1. Transferring of Cloud subscription account from existing Managed Services Provider (MSP).	Does that mean Bank is ready to move the current CSP (Azure) to another Cloud Provider?	Yes
99	GeM ATC Annexure-8 Scope of Work	6. Connectivity between Primary cloud location and Secondary cloud location	6.1.The selected bidder has to establish almost zero latency connectivity between their primary and secondary cloud location located in different seismic zone, with requested data transfer to maintain high availability, whenever decided by bank in future.	Request to modify the Clause. CSP cannot provide zero latency connectivity between their primary and secondary cloud location located in the different seismic zone because two seismic zones always have a 500/600 KM distance. Hence it would be near zero latency connectivity between two cloud DCs cloud locations.	Bidder has to comply the GeM and RFP terms and conditions.
100	GeM ATC Annexure-8 Scope of Work	8. Integration	8.1.The proposed cloud solution has to be capable of integrating with the following Bank's on premises/cloud solutions as per Bank's discretion 8.1.1.Active Directory 8.1.2.Biometric Solution 8.1.3.Single Sign On 8.1.4.Security Information and Event Management 8.1.5.Privilege Identity Management	1.This integration of On-Prem AD is with which part of CSP and what functionalities are expected? 2.What is the current SSO, SIEM & PIM solution? 3.Please elaborate on the requirement of Biometric solution integrations CSP?	Bidder has to comply the GeM and RFP terms and conditions.
101	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.5. Business Continuity, Backup and Restore 9.5.1.The selected bidder has to establish high availability of the instances created in cloud service provider with on premises banks data center and disaster recovery center. However, the cloud service provider has to also have a secondary cloud in different seismic zone within India.	1.Request bank to provide DR architecture layout of existing LMS application? 2.What is the bandwidth available in the existing link? 3.Request you to confirm the Data centre location, is it on the Bank premise or a third-party data centre? 4.Please provide the requirements for BCP-DR. How many DR drills are required per Year?	Bidder has to comply the GeM and RFP terms and conditions.

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
102	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.5. Business Continuity, Backup and Restore 9.5.2.The selected bidder has to configure policies to failback to Bank's Data Center or Disaster Recovery Center as decided by the Bank, at any point of time, if the cloud faces a service outage	1.Current backup policy? 2.Current disaster recovery strategy RTO and RPO? 3.Object Storage for Backup ?	Bidder has to comply the GeM and RFP terms and conditions.
103	GeM ATC SECTION B - INTRODUCTION	3. About RFP:	3.1.The Bank intends to onboard System Integrator (SI) to provide Cloud Services through MeitY empaneled CSP's for facilitating migration of applications to Cloud platform under Software as a Service (SaaS) model in Canara Bank for 5 years.	Request you to please clarify if Bank wants SaaS or IaaS service.	3.1. The Bank intends to onboard System Integrator (SI) to provide Cloud Services under Infrastructure as a Service (IaaS) model through MSP/CSP in Canara Bank for 5 years.
104	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.2. Certification/Compliance: 9.2.7. The CSP/ selected bidder shall meet all the security requirements indicated in the IT Act 2000, the terms and conditions of the Provisional Empanelment of the Cloud Service Providers and shall comply to the audit criteria defined by STQC.	Request Bank to modify the clause as " The CSP/ selected bidder shall meet all the terms and conditions of the Provisional Empanelment of the Cloud Service Providers and shall comply to the audit criteria defined by STQC. "	Bidder has to comply the GeM and RFP terms and conditions.
105	GeM ATC Annexure-9 Technical Evaluation Criteria	Annexure-9 Technical Evaluation Criteria The technical evaluation of the bidder will be carried as per the details furnished below:	Sl. No.1 Criteria Implementation experience cloud service provider as Infrastructure as a service. Evaluation Parameters. Schedule Public /Private sector Bank/: 3 Marks NBFCs /Small finance Bank: 2.5 Marks Insurance company/Any listed company in India :2 Marks Note: Bank will accept maximum of two implementation under each category for scoring. Documents to be submitted. Letter/Certificate from the implemented bank/organization.	As we have stringent NDAs signed with our customers, we would not be able to provide the letters from our customers. We request Canara Bank to accept decalaration on our company's letter head for this clause.	Bidder has to comply the GeM and RFP terms and conditions.
106	GeM ATC Annexure-8 Scope of Work	2. Scope of work for Managed Services Provider/CSP	2.4. The selected bidder shall be responsible for provisioning required computing infrastructure (server/virtual machine), storage for hosting applications. The proposed infrastructure must have inbuilt Anti-Spam/ Malware/ Antivirus threats control software.	Can we go with any third party tool?	Bidder to comply with GeM and RFP terms and conditions, provided the application is having no effect.



Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
107	GeM ATC Annexure-8 Scope of Work	5. Connectivity between Proposed Cloud solution and Internet	5.1. The selected bidder has to establish connectivity from the cloud to the internet whenever Bank decides, with requested bandwidth and has to be upgraded or downgraded as per Bank's discretion.	Can we get the location details?	Information will be shared with the selected bidder
108	GeM ATC Annexure-8 Scope of Work	3. Connectivity and Port charges	3.4. The selected bidder has to assign unique VLAN and unique IP address for different applications hosted in a single server/VM. Eg. If four applications run in a single VM, each application has to be assigned with unique IP address and VLAN.	All different applications needed to be accessed from different locaitons are from the same location	from same location
109	GeM ATC Annexure-8 Scope of Work	5. Connectivity between Proposed Cloud solution and Internet	5.1. The selected bidder has to establish connectivity from the cloud to the internet whenever Bank decides, with requested bandwidth and has to be upgraded or downgraded as per Bank's discretion.	What is the mimum and maximum bandwidth bank is looking for	Bidder has to comply the GeM and RFP terms and conditions.
110	GeM ATC Annexure-8 Scope of Work	8. Integration	8.1. The proposed cloud solution has to be capable of integrating with the following Bank's on premises/cloud solutions as per Bank's discretion 8.1.1. Active Directory 8.1.2. Biometric Solution 8.1.3. Single Sign On 8.1.4. Security Information and Event Management 8.1.5. Privilege Identity Management	AD: OS version Biometric Solution make and model SSO: Tool details Informaiton related to GPO policies	Information will be shared with the selected bidder
111	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements 9.2. Certification/Compliance:	9.2.10. The proposed solution has to be capable of providing advanced encryption options with cloud service provider keys, however, the same has to also be capable of encrypting using Bank's encryption keys.	What is the type of algorithm currently being used (The key encryption algorithms that the Vault service supports includes the Advanced Encryption Standard (AES), the Rivest-Shamir-Adleman (RSA) algorithm, and the elliptic curve digital signature algorithm (ECDSA). You can create and use AES symmetric keys and RSA asymmetric keys for encryption and decryption) Currently being supported by OCI Vault	Information will be shared with the selected bidder
112	GeM ATC Annexure-8 Scope of Work	2. Scope of work for Managed Services Provider/CSP	3.2. The selected bidder will be responsible for provisioning of requisite network infrastructure (including switches, routers and firewalls) to ensure accessibility of the servers as per defined SLA's.	In cloud Firewalls can be deployed. Swiches/routers part of cloud. Do we need to provide for onpremise DC	No

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
113	GeM ATC SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5. Payment Terms	5.2. Payments will be released monthly in arrears on actual usage measured in minutes of the services and as per the "Unit Costs" under the Bill of Material i.e., "per month cost". If the billing period is less than one month, then amount will be calculated on pro-rata basis and for this purpose the following factors are considered: 5.2.1. One month is equal to one calendar month 5.2.2. One day consists of 24 hours 5.2.3. One hour consists of 60 minutes	Cloud OEMs charge the costing on Quarterly in Advance to be paid. Request Bank to consider the payment terms in Quarterly in Advance. The MSP charges can be paid in arrears. Pls consider	Bidder has to comply the GeM and RFP terms and conditions.
114	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	The current LMS system is based on Azure Infrastructure, request you confirm if the bidder must factor migration effort of the existing LMS Infrastructure to a different Cloud Platform (CSP) ?	Bidder to migrate the application at no extra cost to the Bank.
115	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	Request bank to provide architecture layout of each layer to ensure lift and shift by preserving the current CSP architecture?	Information will be shared with the selected bidder
116	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	What is the responsibility matrix (RACI) for SI w.r.t to the LMS Application design, deployment, migration, transformation, and support?	Information will be shared with the selected bidder
117	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	The existing LMS application is running on Ds v3 (intel) processor, request you confirm if the bidder can propose the AMD-based processors.	Bidder to comply with GeM and RFP terms and conditions, provided the application is having no effect.
118	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	Service Requirement	Please suggest migration timeline for applications as the same is missing in Project Timelines	Information will be shared with the selected bidder
119	GeM ATC Annexure-8 Scope of Work	2. Scope of work for Managed Services Provider/CSP	2.1. Transferring of Cloud subscription account from existing Managed Services Provider (MSP).	Does that mean Bank is ready to move the current CSP (Azure) to another Cloud Provider?	Yes

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
120	GeM ATC Annexure-8 Scope of Work	6. Connectivity between Primary cloud location and Secondary cloud location	6.1.The selected bidder has to establish almost zero latency connectivity between their primary and secondary cloud location located in different seismic zone, with requested data transfer to maintain high availability, whenever decided by bank in future.	Request to modify the Clause. CSP cannot provide zero latency connectivity between their primary and secondary cloud location located in the different seismic zone because two seismic zones always have a 500/600 KM distance. Hence it would be near zero latency connectivity between two cloud DCs cloud locations.	Bidders to refer Corrigendum-2 for revised amended Annexure-8 Scope of Work
121	GeM ATC Annexure-8 Scope of Work	8. Integration	8.1.The proposed cloud solution has to be capable of integrating with the following Bank's on premises/cloud solutions as per Bank's discretion 8.1.1.Active Directory 8.1.2.Biometric Solution 8.1.3.Single Sign On 8.1.4.Security Information and Event Management 8.1.5.Privilege Identity Management	1.This integration of On-Prem AD is with which part of CSP and what functionalities are expected? 2.What is the current SSO, SIEM & PIM solution? 3.Please elaborate on the requirement of Biometric solution integrations CSP?	Information will be shared with the selected bidder
122	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.5. Business Continuity, Backup and Restore 9.5.1.The selected bidder has to establish high availability of the instances created in cloud service provider with on premises banks data center and disaster recovery center. However, the cloud service provider has to also have a secondary cloud in different seismic zone within India.	1.Request bank to provide DR architecture layout of existing LMS application? 2.What is the bandwidth available in the existing link? 3.Request you to confirm the Data centre location, is it on the Bank premise or a third-party data centre? 4.Please provide the requirements for BCP-DR. How many DR drills are required per Year?	Information will be shared with the selected bidder
123	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.5. Business Continuity, Backup and Restore 9.5.2.The selected bidder has to configure policies to failback to Bank's Data Center or Disaster Recovery Center as decided by the Bank, at any point of time, if the cloud faces a service outage	1.Current backup policy? 2.Current disaster recovery strategy RTO and RPO? 3.Object Storage for Backup ?	Information will be shared with the selected bidder

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
124	GeM ATC SECTION B - INTRODUCTION	3. About RFP:	3.1.The Bank intends to onboard System Integrator (SI) to provide Cloud Services through MeitY empaneled CSP's for facilitating migration of applications to Cloud platform under Software as a Service (SaaS) model in Canara Bank for 5 years.	Request you to please clarify if Bank wants SaaS or IaaS service.	3.1. The Bank intends to onboard System Integrator (SI) to provide Cloud Services under Infrastructure as a Service (IaaS) model through MSP/CSP in Canara Bank for 5 years.
125	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.2. Certification/Compliance: 9.2.7. The CSP/ selected bidder shall meet all the security requirements indicated in the IT Act 2000, the terms and conditions of the Provisional Empanelment of the Cloud Service Providers and shall comply to the audit criteria defined by STQC.	Request Bank to modify the clause as " The CSP/ selected bidder shall meet all the terms and conditions of the Provisional Empanelment of the Cloud Service Providers and shall comply to the audit criteria defined by STQC. "	Bidder has to comply the GeM and RFP terms and conditions.
126	GeM ATC Annexure-9 Technical Evaluation Criteria	Annexure-9 Technical Evaluation Criteria The technical evaluation of the bidder will be carried as per the details furnished below:	Sl. No.1 Criteria Implementation experience cloud service provider as Infrastructure as a service. Evaluation Parameters. Schedule Public /Private sector Bank/: 3 Marks NBFCs /Small finance Bank: 2.5 Marks Insurance company/Any listed company in India :2 Marks Note: Bank will accept maximum of two implementation under each category for scoring. Documents to be submitted. Letter/Certificate from the implemented bank/organization.	As we have stringent NDAs signed with our customers, we would not be able to provide the letters from our customers. We request Canara Bank to accept decalaration on our company's letter head for this clause.	Bidder has to comply the GeM and RFP terms and conditions.

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
127	GeM ATC Annexure-8 Scope of Work	6. Connectivity between Primary cloud location and Secondary cloud location	6.1. The selected bidder has to establish almost zero latency connectivity between their primary and secondary cloud location located in different seismic zone, with requested data transfer to maintain high availability, whenever decided by bank in future.	Request you to modify the clause as - primary and secondary cloud location separated by a minimum distance of 400Kms instead of different seismic zone. As per MeitY guidance for empanelment of CSPs, the DC & DR sites shall be separated by a minimum distance of 100 kilometers. Refer pg34. https://www.meity.gov.in/writereaddata/files/Application_Empanelment_CSPs_June_2021.pdf	Bidders to refer Corrigendum-2 for revised amended Annexure-8 Scope of Work
128	Generic	Generic	Generic	Request you to modify as near zero latency instead of almost zero latency considering the distance & connectivity between two cloud DCs cloud locations.	Bidder has to comply the GeM and RFP terms and conditions.
129	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.5. Business Continuity, Backup and Restore 9.5.1. The selected bidder has to establish high availability of the instances created in cloud service provider with on premises banks data center and disaster recovery center. However, the cloud service provider has to also have a secondary cloud in different seismic zone within India.	Request you to modify the clause as - However, the cloud service provider has to also have a secondary cloud location separated by a minimum distance of 400Kms within India. As per MeitY guidance for empanelment of CSPs, the DC & DR sites shall be separated by a minimum distance of 100 kilometers. Refer pg34. https://www.meity.gov.in/writereaddata/files/Application_Empanelment_CSPs_June_2021.pdf	Bidders to refer Corrigendum-2 for revised amended Annexure-8 Scope of Work

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
130	GeM ATC Annexure-8 Scope of Work	9. Security and Statutory Requirements	9.6. Future requirements ready 9.6.3. The selected bidder has to provide a cloud offering that has two or more cloud within India in different seismic zone, enabling Bank to move the high availability instance to secondary cloud as per the Bank's discretion.	Request you to modify the clause as - The selected bidder has to provide a cloud offering that has two or more cloud within India separated by a minimum distance of 400Kms, enabling Bank to move the high availability instance to secondary cloud as per the Bank's discretion. As per MeitY guidance for empanelment of CSPs, the DC & DR sites shall be separated by a minimum distance of 100 kilometers. Refer pg34. https://www.meity.gov.in/writereaddata/files/Application_Empanelment_CSPs_June_2021.pdf	Bidders to refer Corrigendum-2 for revised amended Annexure-8 Scope of Work
131	GeM ATC Annexure-2 Pre-Qualification Criteria	Criteria Sl. No.11	Sl. No. 11 Pre-Qualification Criteria Bidder should have implemented Cloud on premise air gap environments of the Central / PSUs/Private Banks. Bidder should have supported Core Banking / Payment Gateway (UBI / NEFT / RTGS / IMPS)etc and other critical applications directly. Documents to be submitted In compliance with Pre-Qualification Criteria Bidder has to submit relevant certification/documents.	Request you to please ammend this clause as "Bidder should have implemented Cloud on premise air gap environments of the Central / PSUs/Private Banks / Schedule Commercial Bank / District Central Co-Op Banks. Bidder should have supported Core Banking / Payment Gateway (UBI / NEFT / RTGS / IMPS) infrastructure i.e. Server, Storage, Network and Security. etc and other critical applications directly.	Bidder to refer Corrigendum-2 for updated clause.
132	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	1. Service Requirement Sl. No. 4 Service type Virtual Machines Type 1 Description 1 D4s v3 (4 vCPU(s), 16 GB RAM) x 730 Hours; Linux - Ubuntu; 1 managed OS disks - P6	Please specify - Data Transfer Type, Destination Region, Outbound Data Transfer	Information will be shared with the selected bidder



Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
133	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	1. Service Requirement Sl. No. 5 Service type Virtual Machines Windows Type 2 Description Windows, 16 Core, Memory 32 GB, RAM 32 GB and 512 GB Storage	Please specify - Data Transfer Type, Destination Region, Outbound Data Transfer	Bidders to refer Corrigendum-2 for revised amended Annexure-8 Scope of Work
134	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	1. Service Requirement Sl. No. 4 Service type Virtual Machines type 3 Description RHEL, 24 core, 755 GB RAM, 1024 GB storages ssd with sas	Please specify - Data Transfer Type, Destination Region, Outbound Data Transfer	Bidders to refer Corrigendum-2 for revised amended Annexure-8 Scope of Work
135	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	1. Service Requirement Sl. No. 4 Service type Virtual Machines Type 1 Description 1 D4s v3 (4 vCPU(s), 16 GB RAM) x 730 Hours; Linux - Ubuntu; 1 managed OS disks - P6	Please specify - Data Transfer Type, Destination Region, Outbound Data Transfer	Bidders to refer Corrigendum-2 for revised amended Annexure-8 Scope of Work
136	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	1. Service Requirement Sl. No. 15 Service type IP Addresses Description 3 Static IP Addresses	Please specify Type - Standard (ARM), Basic (ARM), Global (ARM), Basic (Classic)	Global
137	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	1. Service Requirement Sl. No. 12 Service type Data Transfers Description 1 TB	Please specify type of data	Information will be shared with the selected bidder
138	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	1. Service Requirement Sl. No. 13 Service type Security Center Description Standard tier, 3 VM nodes x 730 Hours	Please specify the security components.	Information will be shared with the selected bidder

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
139	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	1. Service Requirement Sl. No. 14 Service type Monitor Description 3 VMs monitored, 5 GB average log size	Please clarify type of logs, daily daily log generation.	Daily log generation
140	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	1. Service Requirement Sl. No. 16 Service type VPN Gateway Description VPN Gateways, 730 tier, 10 gateway hour(s), GB S2S tunnels, 128 P2S tunnels, Inter-VNET , VPN gateway type	Please specify Type & Gateway Type, Outbound Inter-VNET data transfers	Information will be shared with the selected bidder
141	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	1. Service Requirement Sl. No. 17 Service type Backup Description VMs Type, 3 Instance(s) x 100 GB, LRS Redundancy, Moderate Average Daily Churn, 7 Daily RPs, 2 Weekly RPs, 2 Monthly RPs, 1 Yearly RPs, After 1st year Duration, 759 Total Storage	Please clarify whether 759 is total backup storage for 3 VMs?	Yes
142	GeM ATC Annexure-9 Technical Evaluation Criteria	Annexure-9 Technical Evaluation Criteria The technical evaluation of the bidder will be carried as per the details furnished below:	Sl. No.1 Criteria Implementation experience cloud service provider as Infrastructure as a service. Evaluation Parameters. Schedule Public /Private sector Bank/: 3 Marks NBFCs /Small finance Bank: 2.5 Marks Insurance company/Any listed company in India :2 Marks Note: Bank will accept maximum of two implementation under each category for scoring. Documents to be submitted. Letter/Certificate from the implemented bank/organization.	Kindly amend the clause as; Evaluation Parameters :Schedule Public /Private sector Bank/District Co-op Banks: 3 MarksNBFCs /Small finance Bank: 2.5 MarksInsurance company/Any listed company in India/State or Central govt Organizations :2 Marks	Bidder has to comply the GeM and RFP terms and conditions.
143	GeM ATC Annexure-2 Pre-Qualification Criteria	Criteria Sl. No.1	Sl. No. 1 Pre-Qualification Criteria The bidder should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020. Documents to be submitted In compliance with Pre-Qualification Criteria Certificate of local content to be submitted as per Annexure-5.	We are an Indian registered company rendering local content services itself, moreover this clause more applicable on product related offering. Would request department to relook at this clause.	Bidder has to comply the GeM and RFP terms and conditions.

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
144	GeM ATC Annexure-2 Pre-Qualification Criteria	Criteria Sl. No.8	Sl. No. 8 Pre-Qualification Criteria The bidder shall have local office in Bengaluru to liaison various activities. Documents to be submitted In compliance with Pre-Qualification Criteria The bidder has to furnish their details like contact details with postal address, no. of personnel etc., besides Local Contact Person Name, Address, Phone No, Mobile No, Email etc.	Since the proposed solution is based on cloud hosted DC there is no specific need to having an local office however we request department to allow opening of local office with 15 day of award of LOA	Bidder has to comply the GeM and RFP terms and conditions.
145	GeM ATC Annexure-2 Pre-Qualification Criteria	Criteria Sl. No.11	Sl. No. 11 Pre-Qualification Criteria Bidder should have implemented Cloud on premise air gap environments of the Central / PSUs/Private Banks. Bidder should have supported Core Banking / Payment Gateway (UBI / NEFT / RTGS / IMPS)etc and other critical applications directly. Documents to be submitted In compliance with Pre-Qualification Criteria Bidder has to submit relevant certification/documents.	Requesting more clarity on air gap environments	An air-gapped environment is a network security measure employed to ensure a computer or computer network is secure by physically isolating it from unsecured networks,
146	GeM ATC Annexure-2 Pre-Qualification Criteria	Criteria Sl. No.3	Sl. No. 3 Pre-Qualification Criteria The bidder shall be MeitY empaneled Cloud Service Provider (CSP) of the proposed Cloud solution. (OR) An authorized agent (MSP) of the MeitY empaneled Cloud Service Provider (CSP) of the proposed Cloud solution. Documents to be submitted In compliance with Pre-Qualification Criteria If the bidder is MeitY empaneled Cloud Service Provider (CSP) of the proposed Cloud solution, an undertaking letter has to be submitted to this effect. (OR) If the bidder is an authorized agent of MeitY empaneled Cloud Service Provider (CSP) of the proposed Cloud solution, an authorization letter from the proposed CSP to deal/ market their product in India should be submitted and it should be valid for entire contract period from the date of submission of bid.	We believe for the current scope of work such manpower requirement is too high. We would suggest to rephrase the clause as " bidder should have certified cloud resources on payroll during the past 1 year More than or equal to 50 resources: 10 Marks Less than 50 or More than 40 resources: 7.5 Marks Less than 40 or more than 30 resources: 5 marks Less than 30 resources or more than 20 resources: 2.5 Marks	Bidder has to comply the GeM and RFP terms and conditions.

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
147	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	1. Service Requirement Sl. No. 5 Service type Virtual Machines Windows Type 2 Description Windows, 16 Core, Memory 32 GB, RAM 32 GB and 512 GB Storage	In some VMs series name is mentioned here in this VM series is not mentioned, please clarify	Bidder has to comply the GeM and RFP terms and conditions.
148	GeM ATC Annexure-8 Scope of Work	The Scope of Work is mentioned below:	1. Service Requirement Sl. No. 6 Service type Virtual Machines type 3 Description RHEL, 24 core, 755 GB RAM, 1024 GB storages ssd with sas	In some VMs series name is mentioned here in this VM series is not mentioned, please clarify	Bidder has to comply the GeM and RFP terms and conditions.
149	GeM ATC Annexure-2 Pre-Qualification Criteria	Criteria Sl. No.11	Sl. No. 11 Pre-Qualification Criteria Bidder should have implemented Cloud on premise air gap environments of the Central / PSUs/Private Banks. Bidder should have supported Core Banking / Payment Gateway (UBI / NEFT / RTGS / IMPS) etc and other critical applications directly. Documents to be submitted In compliance with Pre-Qualification Criteria Bidder has to submit relevant certification/documents.	We request department to confirm if MSME & startup bidder are exempted or relaxed from past experience specific to Banks Cloud Project.	Bidder to refer Corrigendum-2 for updated clause.
150	GeM ATC Annexure-9 Technical Evaluation Criteria	Annexure-9 Technical Evaluation Criteria The technical evaluation of the bidder will be carried as per the details furnished below:	Sl. No.1 Criteria Implementation experience cloud service provider as Infrastructure as a service. Evaluation Parameters. Schedule Public /Private sector Bank/: 3 Marks NBFCs /Small finance Bank: 2.5 Marks Insurance company/Any listed company in India :2 Marks Note: Bank will accept maximum of two implementation under each category for scoring. Documents to be submitted. Letter/Certificate from the implemented bank/organization.	We request department provide relaxation to MSME & Startup bidders from specific experience from banking sector & allow us to submit Purchase order to different sector.	Bidder has to comply the GeM and RFP terms and conditions.
151	GeM ATC Appendix-G Pre Contract Integrity Pact	Generic	non-judicial Stamp paper on 200rs Stamp Paper	Please confirm if 2nos. Of 100rs Stamp paper is accepted for IP and do bidder has to submit hardcopy or not	Bidder has to comply the clause as per the prevailing Stamp Act. Hard copy has to be submitted to the Bank.

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
152	GeM ATC SECTION H- PURCHASE PREFERENCE	1. Micro & Small Enterprises [MSEs]:	1.2. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.	As MSE & Startup bidder are exempted from EMD submission. Please confirm if bidder has to submit original hardcopy of MSME & StartUp certificate or not	Bidder has to comply the GeM and RFP terms and conditions. The document has to be uploaded in the GeM portal.
153	Generic	Generic	Is Consortium allowd in the bid?	Is Consortium allowd in the bid?	There will be no Consortium allowed in the bid
154	GeM ATC Annexure-2 Pre-Qualification Criteria	Criteria Sl. No.11	Sl. No. 11 Pre-Qualification Criteria Bidder should have implemented Cloud on premise air gap environments of the Central / PSUs/Private Banks. Bidder should have supported Core Banking / Payment Gateway (UBI / NEFT / RTGS / IMPS)etc and other critical applications directly. Documents to be submitted In compliance with Pre-Qualification Criteria Bidder has to submit relevant certification/documents.	Bidder should have experience in providing hosting services to Central / PSUs/Private Banks.	Bidder to refer Corrigendum-2 for updated clause.
155	GeM ATC Annexure-9 Technical Evaluation Criteria	Annexure-9 Technical Evaluation Criteria The technical evaluation of the bidder will be carried as per the details furnished below:	Sl. No.1 Criteria Implementation experience cloud service provider as Infrastructure as a service. Evaluation Parameters. Schedule Public /Private sector Bank/: 3 Marks NBFCs /Small finance Bank: 2.5 Marks Insurance company/Any listed company in India :2 Marks Note: Bank will accept maximum of two implementation under each category for scoring. Documents to be submitted. Letter/Certificate from the implemented bank/organization.	Self Declaration along with PO copy	Bidder has to comply the GeM and RFP terms and conditions.


Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
156	GeM ATC SECTION F - OWNERSHIP & AWARDING OF CONTRACT	11. Order Cancellation/Termination of Contract	<p>11.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:</p> <p>11.1.1. Delay in delivery of services in the specified period.</p> <p>11.1.2. Serious discrepancies noted in the inspection.</p> <p>11.1.3. Breaches in the terms and conditions of the Order.</p> <p>11.2. The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:</p> <p>11.2.1. Non submission of acceptance of order within 7 days of order.</p> <p>11.2.2. Excessive delay in execution of order placed by the Bank.</p> <p>11.2.3. The selected bidder commits a breach of any of the terms and conditions of the bid.</p> <p>11.2.4. The bidder goes in to liquidation voluntarily or otherwise.</p> <p>11.2.5. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.</p> <p>11.2.6. The progress made by the selected bidder is found to be unsatisfactory.</p> <p>11.2.7. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.</p> <p>11.2.8. If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during the course of contracted period.</p> <p>11.2.9. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.</p>	<p>In case of early termination of the Bid by the bank for reasons not attributable to the bidder, then the Bank should pay all the amount that is due and payable to the bidder as on date of such termination + the amount for all the intellectual services/works done by the bidder up until the date of such termination.</p> <p>If the RFP is delayed for reasons attributable to the Bank, then bidder shall have the right to re-negotiate the values at the time of such extension.</p>	Bidder has to comply the GeM and RFP terms and conditions.
157	GeM ATC SECTION G - GENERAL CONDITIONS	12. Indemnity	<p>12.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:</p> <p>12.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</p>	<p>Request to delete below clause '12.1.1.The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;'</p> <p>We are already providing LDs, claiming Indemnity is penalizing us twice for the same default.</p>	Bidder has to comply the GeM and RFP terms and conditions.

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
158	Generic	Generic	Generic	<p>Please add the following clause:</p> <p>1.Lock-in period: Bank acknowledges and accepts that the provision of Services by the Bidder shall be subject to Lock-In Period as provided herein. The Bank shall not be entitled to terminate this Agreement during the Lock-In Period for any reasons whatsoever except for the sole reason as specified under 11 of Section F. If the Bank terminates this Agreement before the expiry of Lock-In Period, then the Bank undertakes and agrees to pay the bidder, on or before the effective date of termination of this Agreement, an early termination compensation of an amount equivalent to the fee payable for the balance period of such Lock-In Period, calculated as per such effective date of termination of this Agreement.</p>	Bidder has to comply the GeM and RFP terms and conditions.

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
159	Generic	Generic	Generic	<p>Please add the following clause:</p> <p>2.Suspension of services: Bidder may suspend or limit Bank's or any End User's right to access or use any portion or all of the Services immediately upon prompt notice to the Bank if the Bidder determines: (a) Bank's or an End User's use of the Services; •poses an immediate security risk to the Hosted System or any third party, •could adversely impact Bidder's systems, the Services or the systems or content of any other Bank, •could be fraudulent or be utilized to cause fraud or be illegal or be utilized to aid or abet illegal activities; (b) Bank is in breach of this Agreement and fails to cure such breach within a period of ten (10) days (or such mutually agreeable period) of Bidder notifying the Bank of such breach; (c) Bank is in breach of its payment obligations under Section 5 and fails to cure such breach within the Cure Period. (d) In all events where such suspension or limitation is required by law.</p>	Bidder has to comply the GeM and RFP terms and conditions.

Sl. No.	GeM Bid Clause	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
160	Generic	Generic	Generic	<p>Please add the following clause: LIMITATION ON DAMAGES: Notwithstanding anything in the Agreement to the contrary: (a) Either Party's liability arising out of any loss or damages for which limitation is expressly prohibited by Applicable Laws, shall be unlimited. (b) Subject to Clause 12.1(a), the maximum aggregate monetary liability of either Party and any of its representatives in connection with the Services or this Agreement under any theory of law shall not exceed the actual damages incurred up to the greater of: (i) an amount equal to six times the Fees payable by Customer for the Services in the first month of the Initial Term, or (ii) the total amount paid by Customer to the Service Provider for the Services that are the subject of the claim in the 12 months immediately preceding the event(s) that first gave rise to the claim. Neither party (nor any of its representatives) is liable to the other party for any indirect, special, incidental, exemplary, or consequential loss or damages of any kind. Neither party is liable</p>	Bidder has to comply the GeM and RFP terms and conditions.

Date: 20/02/2023
Place: Bangalore


Deputy General Manager
