Replies to Pre Bid Queries to GeM Bid Ref No: RFP No: GEM/2023/B/3610051, Dated: 23/06/2023 for Selection of service provider for end to end implementation and management of e-Surveillance solution at OPEx ATMs/cash recyclers/e-Lobbies on OPEx model in Canara Bank

SI. No.	Page No.	Section/Ann exure	RFP Clause No.	Sub-Glause/ Technical Specification	Bidder 's Query	Bank's Reply
1	•	Bid Submission	Bid Submission	Last Date & Time of Bid Submission	We request Bank to extend the bid submission timeline by at least 15 working days post release of Corrigendum and Bank's Response to Prebid Queries.	Bidder to refer corrigendum for the extende timeline.
2	12	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	2.1	In case, Bank needs to integrate Service Provider's solution/Servers with Bank's Systems/Server, the successful bidder should ensure the same without any additional cost to the Bank duly complying the Bank's IT guidelines.	We request Bank to clarify which Bank's systems the e-Surveillance solution is expected to integrate with. It's essential that integration with any Bank's systems/servers shall be arrived at only after agreed Statement of Work (50W) towards the same, timelines and commercials towards procurement of necessary Servers infrastructure & one-time integration efforts.	Bidder to comply with the RFP Terms and Conditions.
3	12	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	2.3	The Bank will carry out the acceptance tests as per Scope of Work(Annexure-9) supplied and implemented by the successful bidder as part of the Project. The successful bidder shall-assist the Bank in all acceptance tests to be carried out the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the bidder would need to provide insurance of those items till successful acceptance. The Bank at its discretion, may modify, add or amend the acceptance tests which then will have to be included by the Bidder. The successful bidder shall arrange for the respective tests at the relevant sites in the presence of the officials by the Bank. The successful bidder shall ensure that the tests will involve trouble free operation of the complete e-Surveillance System apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance tests.	Request Bank to clarifty the below: Deemed acceptance, if delayed for reasons not attributable to Vendor? UAT / acceptance must be as per SoW Annexure 9 only	Bidder to comply with the RFP Terms and Conditions.
4	13	4.Onsite and Offsite Resources	4.1	The bidder has to provide technically qualified Onsite and Offsite resources that are well versed in the proposed solution for the entire contract period at their own cost.	As the Bank expects the Bidder to offer solution as a service from Bidder's own DC-DR setup, we request Bank to clarify the need for any resources for whole contract period, beyond the field resources for routine maintenance support.	Bidder to comply with the RFP Terms and Conditions.
5	13	4.Onsite and Offsite Resources	4.2	The selected bidder should provide a dedicated Project Manager with whom Bank will be able to co-ordinate with until go-live of the project.	We believe that such Project Manager may operate from Bidder's office since Bank seeks solution as a service & the PM would be more effective working from Bidder's own premises. Please confirm.	Bidder to comply with the RFP Terms and Conditions.
6	13	4.Onsite and Offsite Resources	4.3	Bank at its discretion may avail Onsite/Offsite resources based on the requirement	Since there is no separate lien item pricing for such resource in the Commercial Bid, costs for such resources needs to be built in the price to be quoted by the Bidder, We, therefore, request Bank to confirm requirement of resources so Bidder can include the same in costing.	Bidder to comply with the RFP Terms and Conditions.
7	13	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	4.4	Bank at its discretion may avail Onsite/Offsite resources based on the requirement.	Solution as Service; so why Onsite resource (at Bank's HQ?) for operational mngmt? How many & confirmed (not discretion)? Rquest Bank to clarify on this	Bidder to comply with the RFP Terms and Conditions.

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8	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	4.9	Bidder will be responsible for attending complaints during the contract period.	Request Bank to Define what nature of 'complaints'; only related to ATMs e-Surveillance	Yes, related to ATM e-Surveillance.
9	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	4.10	The Bidder should help Bank in resolving any security observations as per the IS policy of the Bank	This is too sweeping a statement that Bank expects Bidder's confirmation for. We request Bank to share Bank's IS policy as relevant for the SoW under this RFP, as also what Bank envisages as likely; security observations' so Bidder can confirm.	<u>Details will be shared with the successful</u> <u>bidder</u>
10	13	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.1	Uptime: The bidder shall guarantee a 24x7x365 availability of the solution with monthly minimum uptime of 98 %.	We request Bank to modify this clause as: The bidder shall guarantee a 24X7X365 availability of the solution with quarterly minimum uptime of 95.00%, measured as availability of footages/images. Also, Request Bank to clarify How exactly Uptime defined since multiple gadgets in lobby? Should be basis of success rate of providing footages on demand.	Bidder to comply with the RFP Terms and Conditions.
11	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.1.5	Uptime: Response / Resolution Table	We request Bank to allow for following response & resolution TATs: Level 2 Severity / Response 1 Hr, Resolution 12 Hrs; and Level 3 Severity / Response 2 Hrs, Resolution 24 Hrs	Bidder to comply with the RFP Terms and Conditions.
12	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.2	Penalties/Liquidated damages for not maintaining uptime: 5.2.1 The solution should have a minimum uptime of 98% on a monthly basis Penalty will be charged as per the table below, if the required uptime is not maintained on a monthly basis.	We Request Bank to clarify How 98% is to be computed? Servers, which components at ATM lobbies? It should be on basis of success rate of providing footage on demand? Also, We request Bank to consider the penalties at these rates: 5%-10%-12%-15%	Bidder to comply with the RFP Terms and Conditions.
13	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2	Other Penalties:	Request Bank to reduce the penalties as mentioned below Rs 500 per calendar day from due date Rs 200 per calendar day from due date	Bidder to comply with the RFP Terms and Conditions.
14	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2 - 1	Non-compliance to regulator guidelines	Requesting Bank to share these specific guidelines, Also, Bidder be held responsible for guidelines as of date of bid submission only.	Bidder to comply with the RFP Terms and Conditions.
15	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2 - 2	Delay in the Procurement of functionalities required by the Bank	We request Bank that this penalty should apply only in cases where mutually agreed timelines have been breached.	Bidder to comply with the RFP Terms and Conditions.
16	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2 - 3	Delay in addressing Security related observations	We request Bank that this penalty should apply only in cases where mutually agreed timelines have been breached.	Bidder to comply with the RFP Terms and Conditions.
17	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2 - 4	Failure to deploy onsite support personnel	We request Bank to drop this, unless Bank clarifies need for Onsite Resource since it's seeking Solution as a Service.	Bidder to comply with the RFP Terms and Conditions.



19	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2 - 7	Loss to Bank for every unreported/undetected incident	Need clarification on Bank's insurance claim. In any case, the penalty shall be as per PROVEN actual loss, subject to a maximum of 50% of monthly fees payable to the Bidder/Vendor	Penalty will be Actual financial loss as per the incident.
20	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2 - 8	a) Non-Supply of Video Footage b) Non retention of video footage	Bank to define the quantum of video footage requirement and beyond that qunatum additional footage delivery to be charged at mutual agreed rate. In any case, the penalty shall be as per PROVEN actual loss, subject to a maximum of 10% of monthly fees payable to the Bidder/Vendor	Bidder to comply with the RFP Terms and Conditions.
21	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2 - 9	Non maintenance of Turn Around Time for CCTV footages.	Bank to define the quantum of video footage requirement and beyond that qunatum additional footage delivery to be charged at mutual agreed rate. In any case, the penalty shall be as per PROVEN actual loss, subject to a maximum of 10% of monthly fees payable to the Bidder/Vendor	Bidder to comply with the RFP Terms and Conditions.
22	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2 - 10	Unable to handle the crowd/detection of person entering with mask or helmet	Bank to define the 'crowd/mask'. In any case, the penalty shall be as per PROVEN actual loss, subject to a maximum of 50% of monthly fees payable to the Bidder/Vendor.	Bidder to comply with the RFP Terms and Conditions.
23	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2 - 11	Failure of any equipment/sensor should be replaced/repaired within 24 hours.	This penalty should be confined to Level 1 Severirty cases only and applied at 5%-10%-12%-15% rates.	Bidder to comply with the RFP Terms and Conditions.
24	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2 - 12	Shifting/Reinstallation in case of dismantled/relocated ATM/Cash Recycler/eLobby sites to new location	Requesting Bank to lower this penalty to Rs.200/- per day and applicable if delay beyond 10 days (within City), 20 days (within State) & 25 days (across States), subject to a maximum of 1000/- for any instance.	Bidder to comply with the RFP Terms and Conditions.
25	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2 - 13	Loss occurring out of equipment installed by vendor OR due to negligence on part of e- Surveillance vendor or any of its associates	This penalty shall be as per PROVEN actual loss, subject to a maximum of 50% of monthly fees payable to the Bidder/Vendor.	Bidder to comply with the RFP Terms and Conditions.
26	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.3	All penalties shall be recovered concurrently from the total bill payable to the vendor for the particular month, subject to the maximum of 50% of the bill payable.	Requetsing Bank to modify this to: All penalties shall be recovered concurrently from the total bill payable to the vendor for the particular month, subject to the maximum of 10% of the bill payable for the such site attracting the penalty.	Bidder to comply with the RFP Terms and Conditions.
27	17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.4	However, the penalties/loss amount referred above at Sr. No. 6, 9, 11, 12; will be recovered fully to the extent of 100% from all the outstanding bills	Requesting Bank to modify this to: However, the penalties/loss amount referred above at Sr. No. 6, 9, 11, 12; will be recovered up to 50% from monthly fees for such site/s attracting these panalties.	Bidder to comply with the RFP Terms and Conditions.
28	17	Section C: DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.4	Penalties/Liquidated Damages for non- performance:	We request Bank that bank should either levy penalty or liquidated damages. The reason for penalty/LD should be solely attributable to the Bidder and not otherwise. Further, Bidder should be entitled for a cure period before such penalties/LD. Further, in case Bank cancels the contract as per its convenience or wherein its canceled due to the acts or omission of Bank, the Bank shall not be entitled for any compensation and instead be liable to pay unrecovered costs to the Bidder and within specified time as will be mentioned in the notice by the Bidder.	
29	18	Section C: DELIVERABLE AND SERVICE LEVEL AGREEMENTS	6	Payment Terms:	In case of delay in payment made by the Bank, Bidder should be entitled to charge interest @ 18% p.a from the date of outstanding till the amount actually released by the Bank. Further, the bidder shall also be entitled to suspend the services in case Bank fails to make payment on time and Bank agrees that such suspension shall not be termed as breach of the Agreement. Further, the bank should not be allowed to withheld the whole payment.	Bidder to comply with the RFP Terms and Conditions.

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30	19	Section C: DELIVERABLE AND SERVICE LEVEL AGREEMENTS	6.11		Delay should be directly attributable to the Bidder and shall be exempted under Force Majeure situation. We request Bank to modify this clause accordingly.	Bidder to comply with the RFP Terms and Conditions.
31	20	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	9.6	Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract tenure.	Bidder shall be responsible to support the functionality as defined in the RFP as of bid submisison date. Updates would be limited only to secure such fucntionality. Any enhancements or upgrades after bid submission shall be as per mutually agreed Ts-&-Cs, incl. commercials.	Bidder to comply with the RFP Terms and Conditions.
32	20	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	9.8	Bidder are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy.	Request Bank to share such Security Policy/ies as relevant for the SoW under this RFP.	It will be shared with the successful bidder
33	20	Section C	11	Subcontracting: The Selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract without the prior written consent of the Bank.	The Succesful Bidder shall be permitted to sub-contract any of its obligations under this RFP to its affiliates, subsidiaries and preferred vendors without consent from Bank.	Bidder to comply with the RFP Terms and Conditions.
34	32	Section F: OWNERSHIP & AWARDING OF CONTRACT	9.7	The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.	The Guarantee can be given with rights of protest or demur. Further, the guarantee can be invoked only upon a proven breach by the Bidder. Further, Bidder should be entitled for cure period of minimum 30 days.	Bidder to comply with the RFP Terms and Conditions.
35	32	Section F	11.1	No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the price validity period.	The rates shall be revised on year to year to basis as per mutual discussion.	Bidder to comply with the RFP Terms and Conditions.
36	32	Section F: OWNERSHIP & AWARDING OF CONTRACT	12		i. We request Bank that In case of early termination, Bidder can only assist the Bank for another vendor however, Bidder should not be held liable for any expenditure incurred by the Bank pertaining to the same. ii. Further, even the Bidder should be entitled to terminate the Agreement in case Bank defaults the payment terms as agreed. iii. In the event the order is cancelled by any reason, the Bidder shall be entitled to charge Bank, the foresee costs to be incurred by Bidder.	Bidder to comply with the RFP Terms and Conditions.
37	33	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	12.3	12.3.Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services.	We suggest Bank to consider 90 days' notice since it's solution as a service model & winding up or transfer may take time	Bidder to comply with the RFP Terms and Conditions.

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38	33	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	12.4	In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.	We suggest Bank to consider 90 days' notice since it's solution as a service model & winding up or transfer may take time	Bidder to comply with the RFP Terms and Conditions.
39	37	Section G	11	Confidentiality and Non-Disclosure	Request Bank that draft of Non Disclosure Agreement to be decided mutually before execution of SLA. Also Bidder should be responsible for actual breach and not threatened breach. The Bidder shall use the Confidential Information and keep it confidential except to the extent that any Confidential Information: (i) is now or subsequently becomes publicly available through no act, fault, breach or omission on the part of the Bidder; or (ii) disclosure by Bidder which is required by law or by order of any court or government or regulatory agency in India. However in such an event, the Bidder shall intimate the Disclosing party about the disclosure. The Bidder shall ensure, that any such disclosure will be limited to the extent of Confidential Information required to satisfy that disclosure obligation.	Bidder to comply with the RFP Terms and Conditions.
40	34	SECTION G - GENERAL CONDITIONS	3.2	Responsibilities of the Selected Bidder: The Bank will call for Audited Balance Sheet of the selected Bidder at any point of time during warranty period and the selected Bidder shall provide the same.	Not relevant to services covered under RFP. Request Bank to remove this clause.	Bidder to comply with the RFP Terms and Conditions.
41	37	Section G: GENERAL CONDITIONS	12	Indemnity	The Bidder should only be liable for direct damages losses which are suffered by the Bank and which are proven by the adjucating authority and not otherwise. Further, indemnity provision shall survive till the termination or expiration of the Contract.	Bidder to comply with the RFP Terms and Conditions.
42	38	SECTION G - GENERAL CONDITIONS	12,3	Bidder's aggregate liability shall be subject to an overall limit of the total cost of the project .	Further, The Bidder will not be responsible for any of data loss attributed to any reasons of force majeure or for other reasons beyond the control of the Bidder (e.g. Natural calamity, electricity failure, data migration, system failure, virus etc.). The Bidder will not be responsible for any malfunctioning of the system due to virus attacks, tampering with the existing software system/data base, hardware/operating system.	Bidder to comply with the RFP Terms and Conditions.
43	38	Section G: GENERAL CONDITIONS	13	Force Majeure	The Force Majeure definition should also include, Pandemic and notifications issued by governmental or semi-governmental bodies from time to time.	Bidder to comply with the RFP Terms and Conditions.
44	36	Section G: GENERAL CONDITIONS	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 GeM bid and the vendor shall extend all cooperation in this regard.	A prior notice must be given to Bidder for such audits.	Bidder to comply with the RFP Terms and Conditions.



				Negligence:		
45	36	Section G: GENERAL CONDITIONS	7	In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed writin such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.	5 1	Bidder to comply with the RFP Terms and Conditions.
46	36	Section G: GENERAL CONDITIONS	8	The successful bidder 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.		Bidder to comply with the RFP Terms and Conditions.
47	114	Appendix H: Draft Contract Agreement	15	Right to audit		Bidder to comply with the RFP Terms and Conditions.
48	115	Appendix H: Draft Contract Agreement	16	All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there-in the specific disputes. In the event of parties failing to consent upon a single arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole arbitrator as provided under the Arbitration and Conciliation Act 1996. Place of Arbitration shall be Bengaluru, INDIA which will be governed by Indian Arbitration and Conciliation Act 1996. Proceedings of Arbitration shall be conducted in English language only.	Request to change venue of arbitration to Mumbal Instead of Bangaluru.	Bidder to comply with the RFP Terms and Conditions.

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49 115 1	Appendix H: Draft Contract Agreement	17	GOVERNING LAWS AND JURISDICTION OF THE COURT: 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 GeM bid/Contract agreement shall be governed by the laws of India.	Request Bank to have exclusive jurisdiction of the courts in Mumbai instead of Bengaluru.	Bidder to comply with the RFP Terms and Conditions.
50 49	Annexure 2: Pre- Qualification Criteria	9	minimum of 1,500 Sites including installations for at least in 2 Pvt./Public	In line with Bank seeking Bidder with minimum Rs.250 Cr Turnover, it's in Bank's interest to ensure Bidder with past experience of managing large-scale deployments and existing installed base that's sustainable from support perspective. As Bank's requirement is for 4,500 ATM lobbies, we request Bank to amend this criterion to read: " minimum total of 9,000 installed sites for at least in 2 Pvt./PSU Banks in India as on 31/12/2022."	Bidder to comply with the RFP Terms and Conditions.
51 50	Annexure - 5	12	infrastructure to third party	We hope & trust that Servers infrastructure set-up in hosted DC-DR model, or a public/private cloud is not considered as sub-letting of infrastructure to a 3rd-party. We request Bank to confirm.	Bidder to comply with the RFP Terms and Conditions.
52 50	Annexure 2: Pre- Qualification Criteria	15	Documents related to BCP/DRP should be vetted by respective auditors	We request Bank to modify this clause as Bidder should submit Self Certified Documents related BCP/DRP	Bidder to comply with the RFP Terms and Conditions.
53 65	Annexure 8: Techno- Functional Requirement	3	A: 8 Channel NVR or any other latest technology with Tamper indication and Surveillance rated HDD with 90 Day's motion based recording capacity." 8 Channel NVR or any other latest technology with Tamper indication and Surveillance rated HDD with 90+ Day's motion based recording capacity. Bidder must provide the HDD specification and proof that HDD is Surveillance rated HDD	Request Bank to clarify on this clause Is first para repetitive & to be replaced with 2nd? What's	Bidder to comply with the RFP Terms and Conditions.
54 66	Annexure - 8 Techno- Functional Requirement	5	GSM /VPN with minimum 4G/5G Dual Sim	We suggest Bank to opt for only multi-SIM technology as bandwidth aggregation is not feasible in e-Surveillance scenario since the both SIMs are of different IPSs (as a mutual fallback), So, we suggest Bank to opt for load balancing instead of bandwidth aggregation.	Bidder to comply with the RFP Terms and Conditions.
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55	70	Annexure 9: General Functional and Business Requirement	3.2	90+ days motion based recording at cloud	Request Bank to clarify on What's 90+ days, need to be specific. Also, cloud storage with be at 1 fps due to network limitations	Bidder to comply with the RFP Terms and Conditions.
56	69	Annexure 9: General Functional and Business Requirement	1.21	Auto Shutter Lock Sensor Zone	This feature is not available as of now and on behalf of this we are providing shutter open/close sensor zone. Requesting Bank to modifty this clause	RFP Clause stands deleted
57	70	Annexure 9: General Functional and Business Requirement	5.1	GSM /VPN with minimum 4G/5G multi SIM intelligent Router with bandwidth aggregator/any other suitable mode (triple/quad Connectivity is required)	Request Bank to modify this clause as Dual SIM with Broadband WAN as fallback	Bidder to comply with the RFP Terms and Conditions.
58	70	Annexure 9: General Functional and Business Requirement	6.7	GSM /VPN with minimum 4G/5G multi SIM intelligent Router with bandwidth aggregator/any other suitable mode (triple/quad Connectivity is required) auto switchover	Request Bnk to remove this line item which is already covered in 5.1, need not be part of Infra Requirements	Bidder to comply with the RFP Terms and Conditions.
59	70	Annexure 9: General Functional and Business Requirement	7.1	On-line Alarm Panel with TCP/IP communication over secure wireless VPN Network for Alarm data, Video data and Audio data.	This is Restrictive tech choice. Request Bank to clarifty on this clause	Bidder to comply with the RFP Terms and Conditions.
60	72	Annexure 9: General Functional and Business Requirement	14.1	Central Monitoring Station must have the ability to pull images and Video footage centrally from site NVR of when demanded by the Vendor/ Bank.	Request Bank to modify this clause as Need not be NVR; need to add or latest alternative technology	Bidder to comply with the RFP Terms and Conditions.
61	76	Annexure - 10	MAF	Manufacturer Authorization Form [Note: This Format Letter should be on the letterhead of the OEM/OSO/OSD concern and should be signed by an Authorized Signatory of the OEM/OSO/OSD]	Request Bank to Modify this as [Note: This Format Letter should be on the letterhead of the OEM/OSO/OSD concern and should be signed by an Authorized Signatory of the OEM/OSO/OSD For Hardware and Software Owner / Developer also]	Bidder to comply with the RFP Terms and Conditions.
62	58	Annexure 7: Scope of Work	Scope of Work Note	may vary based on the Business Requirement	We request the Bank to appreciate that it won't be possibel for Bidder to envisage at the time of Bid submission what may be future technological enhancements or regulatory mandates for compliance. Hence, we request Bank that all such furture requirements/enhancements not defined in the RFP shall be mutually discussed for feasibility & extra commercials to be agreed at those furture times.	Bidder to comply with the RFP Terms and Conditions.
63	58	Annexure 7: Scope of Work	1.7	Storing of Images and Video for any Verification (90 days minimum) (Expandable to meet higher period for storing in case of any future administrative / regulatory requirements)	Request Bank to Amend this clasue as Future commitment only if feasible and on mutually agreed Terms & Conditions inclusive of commercials	Bidder to comply with the RFP Terms and Conditions.
64	59	Annexure 7: Scope of Work	1.11	Storing of ticket related notes / recordings of conversation with various parties for 90 days minimum. Storing of suspicious / criminal events would be for beyond 90 days, till the closer of the case.	Every suspicious activity may not culminate into a case. What's a case, unless it's specific dispute or fraud or criminality	Bidder to comply with the RFP Terms and क्रमरा Conditions. * * CMARA Tend

65	59	Annexure 7: Scope of Work	1.21	Site and Geography identification for installation of system would be done absolutely at the discretion of the Bank. Similarly, any addition of the site should not attract any additional commercial.	Commercial Installation System per site; so there will be additional commercial for addition to stated quantity of sites. Request Bank to modifty and amend this clause	Bidder to comply with the RFP Terms and Conditions.
66	60	Annexure 7: Scope of Work	1.22	The Bank may shift/renovate its ATMs during the contract period. In these cases, the bidder has to shift the same equipment to the new/existing location.	Request Bank to modify this clause as Shifting & de/re-installation will be done on mutually agreed cost	Bidder to comply with the RFP Terms and Conditions.
67	60	Annexure 7: Scope of Work	1.25	to up gradation in technology related to	We request the Bank to appreciate that it won't be possibel for Bidder to envisage at the time of Bid submission what may be future technological enhancements or regulatory mandates for compliance. Hence, we request Bank that all such furture requirements/enhancements not defined in the RFP shall be mutually discussed for feasibility & extra commercials to be agreed at those furture times.	Bidder to comply with the RFP Terms and Conditions.
68	58	Annexure 7: Scope of Work	1.5	Event Based detection of loitering or unauthorized activity, using motion detectors through PIR (Passive Infrared) sensor/ IP Camera on a round the clock basis / or on a shift basis, wherever the ATMs functioning is on a shift basis. In other words, the Trigger action in all the ATMs including the ATMs closed in night would be on event based basis however, all the ATMs would remain under Surveillance for the 24X7X365 basis.	We request Bank to clearly define 'unauthorized activity'; alternatively define 'authorised activity' so that any activity other than such definition would be treated as unauthorized. Also, request Bank to confirm, Why numbers are 25% lower than 4800 in earlier round of RFP?	Bidder to comply with the RFP Terms and Conditions.
69		Annexure 7: Scope of Work	1.22-1.24	1.22 The Bank may shift/renovate its ATMs during the contract period. In these cases, the bidder has to shift the same equipment to the new/existing location. 1.23. During the currency of the contract, if any additional sensor is required to be installed, the vendor will install the same without any extra cost. 1.24. De-installation/Dismantling of any esurveillance equipment from the site will be done without any additional cost to the Bank.	We request Bank to obtain - as optional items under commercial bid - unit Prices for specific devices (such as adidtional sensors or cameras). Bank may also obtain as optional items Rates applicable for shifting (incl. de-installation & reinstallation) of e-Surveillance kits under a) Within City, b) Within State, & c) Across States categories	Bidder to comply with the RFP Terms and Conditions.
70	60	Annexure-7 Scope of work	2		We suggest Bank to obtain as optional items Rates applicable for shifting (incl. de-installation & re-installation) of e-Surveillance kits under a) Within City, b) Within State, & c) Across States categories	Bidder to comply with the RFP Terms and Conditions.

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71	60	Annexure 7: Scope of Work	3	Connectivity-The selected bidder is required to provide end to end secure and dedicated connectivity from the individual site setups to the central monitoring system. Bidder have to provide separate VPN (Virtual Private Network) network based on GSM (Global System for Mobiles) or CDMA (Code Division Multiple Access) with redundant connectivity, from two different service providers	It's very Restrictive tech choice. Request Bank to clarify on this clause	Bidder to comply with the RFP Terms and Conditions.
72	61	Annexure 7: Scope of Work	6	Online Video/ Audio pulling: The Video/ Audio captured from the individual sites should be accessible on-demand, online from the Remote Central Monitoring System. Storing of Images and Video for any Verification (90 days minimum) (Expandable to meet higher period for storing in case of any future administrative / regulatory requirements).	We request Bank - in line with existing regulatory rguidelines a sof bid submission - to modify this clause as: Successful Bidder has to store images and videos for any verification for minumm 90 days and maximum 180 days. Any subsequent additional period of storage-archival after bid submission shall be on mutually agreede Ts-&-Cs, including feaisbility & commercials. We request Bank to confirm.	Bidder to comply with the RFP Terms and Conditions.
73	62	Annexure-7 Scope of work	10	Quick Response Team (QRT) for attending to the sites on event based requirements. 10.1 The selected vendor has to ensure Quick Response Team (QRT) should attend the site within reasonable time (generally within 15 to 20 minutes in Metro/ Urban area, 30 minutes to 40 minutes in Semi Urban / Rural area).	We request Bank to confirm if QRT services are Optional (as stated here) or Mandatory as per separate line in Commercial Bid and part of TCO for Lq We also reqest Bank to modify the TATs as 30-40 minutes in Metro/Urabn aread, 40 -60 minutes in Semi Urban/Rural area.	Bidder to comply with the RFP Terms and Conditions.
74	62	Annexure-7 Scope of work	- 11	Maintenance- The selected bidder shall carry out the preventive maintenance once in a month in consultation with Bank during the contract period. Preventive Maintenance will include replacement of worn-out parts, checking through diagnostic software etc. Worn out parts should be replaced/repaired/rectified within a maximum period of 24 hours in metro & urban and 48 hrs. in other regions from the time of fault occurrence.		Service Provider should submit preventive maintenance report in banks format duly signed by E-channel manager (in case of offsite) and signed by connecting branch official (in case of onsite) (Quarterly) or to include preventive maintenance report on dashboard. Worn out parts should be replaced/repaired/rectified within a maximum period of 24 hours in metro & urban and 48 hrs. in other regions from the time of fault occurrence. In case equipment is taken away for repairs, the Service Provider shall provide a standby equipment (of equivalent configuration), so that the work of Bank is not affected. The Service Provider shall keep sufficient quantity of spares as stock during the warranty period at their support office across the country.
75	62	12. Web Portal and Mobile based Application:	12.6	Customization as per Bank's requirement.	Request Bank to confirm on what customization? Under Opex model, it's shared services. Only limited customization to suit Bank's hierarchical access	Bidder to comply with the RFP Terms and Conditions.
76	62	Annexure7: Scope of Work	12.9	To develop any new feature in the dashboard at no extra cost to the bank.		Bidder to comply with the RFP Terroscand ANAR Conditions.

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77	80	Annexure-22: Bill of Material	2 6. 3	Quote for additional ATMs at site Additional Cameras in main lobby	Request Bank to share the additional site details with the exact requirements	It will be shared with the successful bidder
78	82		Terms & Conditions:	(ii) The L1 price bid will be decided based upon the TCO quoted in GeM portal	Request Bank to clarify L1 will be via RA; not TCO quoted on GEM portal at submission of bids since these would be Indicative Bids.	L1 Bidder will be finalised after conducting reverse auction as per the GeM terms & conditions.
79	77	Annexure-11	Non-Disclosure Agreement	Non-Disclosure Agreement WHEREAS, the Bidder understands that in the course of submission of the offer for the subject GeM Bid and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Banks properties and/or have access to certain plans, documents, approvals or information of the BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BANK to grant the Bidder specific access to the BANK's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BANK, unless the Bidder has first obtained the BANK's written authorization to do so. The Bidder shall not, without the BANKs written consent, disclose the contents of this tender or any provision thereof, or any specification, plan, pattern, sample or information (to be lumished by or on behalf	The terms of confidentiality shall also apply to Bank to ensure that Bidder data is not used for any other purpose by Bank other than for availing services covered under this RFP. Terms of confidentiality to be changed to be reciprocal.	Bidder to comply with the RFP Terms and Conditions.
80	56	Annexure -5	Make in India Certificate	Signature of Authorized Signatory of Bidder	This cert is to be issued by Stat Auditor; so it'd be signed by their auth person, & bidder can only countersign.	Bidder to comply with the RFP Terms and Conditions.
81	105	Annexure-16	Pre-Contract Integrity Pact	7. Pre Contract Integrity Pact - FALL CLAUSE	This is restrictive clause which is limiting Bidder right to free trade practice. Request Bank to remove this clause.	Bidder to comply with the RFP Terms and Conditions.
82	106	Annexure-16	Pre-Contract Integrity Pact	10. Law and Place of Jurisdiction This Pact is subject to Indian Law and the place of jurisdiction is Bangalore.	Request the Bank to have the place of jurisdioction to be in Mumbai instead of Bangalore.	Bidder to comply with the RFP Terms and Conditions.
83	96	Appendix -E	Bank Guarantee Format for Earnest Money Deposit	Appendix- E Bank Guarantee Format for Earnest Money Deposit	The Guarantee can be given with rights of protest or demur. Further, the guarantee can be invoked only upon a proven breach by the Bidder. Further, Bidder should be entitled for cure period of minimum 30 days.	Bidder to comply with the RFP Terms and Conditions.
84	88	Annexure-20	MeitY Form-1	MeitY Form-1 iii. Electronic Product for which the certificate is produced	Request Bank to confirm on What will this be since Bidder are Sistyem Intigrators as no one manufactures all gadgets - cameras / sensors, etc.	Bidder to comply with the RFP Terms and Conditions.
85	50	Annexure-2 Pre- Qualification Criteria	12	They should not be subletting their infrastructure to third party.	We request bank to remove this clause from the eligibility criteria. Kindly provide more clarity on this clause, as this may mislead vendors.	Bidder to comply with the RFP Terms and Conditions.
86	70	Annexure-9 General Functional and Business Requirement	6.6	Data Storage on Network Access Storage (NAS) for high Redundancy.	All the critical incidents are stored on secured Central server based storage for high redundancy purpose in our solution. We request bank to add below wording in the RFP clause - "NAS/Secured Central Server based Storage" as done by bank in Annexure - 8 Techno-Functional Requirement, Page 66, Clause 6C	Data Storage on Network Access Storage (NAS)/Secured Central Server based Storage for high Redundancy

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87	63	Annexure-7 Scope of work	12	12.10.To be able to generate the penalty calculation report, if required by the Bank.	As per Industry standard, Penalty calculation report functionality is not part of E-surveillance solution web based portal/Mobile Application. This will be done separately by our team and same can be shared via email/soft copy, hence we request bank to remove this clause from the RFP under the web based portal/mobile application section.	Sitewise down report should be available to the bank through web portal
88	62, 67	Annexure-7 Scope of work / Annexure-8 Techno functional requirements	12.3, 10c, 13c	History of previous theft/burglary and other suspicious incidence should be available in the portal and application.	This can be covered under the monthly Site Audit report when bank takes QRT services. Request Bank to club this under QRT SOW (Scope of Work) and remove this clause from the Web based portal and Mobile based application section	Bidder to comply with the RFP Terms and Conditions.
89	62	Annexure-7 Scope of work	11	11. Maintenance - Service Provider should submit preventive maintenance report in banks format duly signed by E-channel manager (in case of offsite) and signed by connecting branch official (in case of onsite) (Monthly) or to include preventive maintenance report on dashboard. Worn out parts should be replaced/repaired/rectified within a maximum period of 24 hours in metro & urban and 48 hrs. in other regions from the time of fault occurrence. In case equipment is taken away for repairs, the Service Provider shall provide a standby equipment (of equivalent configuration), so that the work of Bank is not affected. The Service Provider shall keep sufficient quantity of spares as stock during the warranty period at their support office across the country.	E-Surveillance equipment are core electronic devices without any mechanical part. Thus does not require preventive maintenance on Monthly basis. As the health of the equipment are being monitored remotely, we recommend to reduce PM frequency to once a year. For maintenance or repair, Bidder request to change the time line to atleast once in three month/quarter considering the process involved in it.	Service Provider should submit preventive maintenance report in banks format duly signed by E-channel manager (in case of offsite) and signed by connecting branch official (in case of onsite) (Quarterly) or to include preventive maintenance report on dashboard. Worn out parts should be replaced/repaired/rectified within a maximum period of 24 hours in metro & urban and 48 hrs. in other regions from the time of fault occurrence. In case equipment is taken away for repairs, the Service Provider shall provide a standby equipment (of equivalent configuration), so that the work of Bank is not affected. The Service Provider shall keep sufficient quantity of spares as stock during the warranty period at their support office across the country.
90	59	Annexure-7 Scope of work	1.19	1.19. The e-Surveillance vendor will be solely responsible to provide such information or video footage or image or reports (in portable device) to the police or other regulatory authorities on demand and under the permission of Bank's authorities. Suitable penalty will be applicable in case of failure to provide requisite footages.		In case equipment is taken away for repairs, the Service Provider shall provide a standby equipment (of equivalent configuration), so that the work of Bank is not affected. The Service Provider shall keep sufficient quantity of spares as stock during the warranty period at their support office across the country.
91	58,61	Annexure- 7 Scope of work	1.7, 6	Storing of Images and Video for any Verification (90 days minimum) (Expandable to meet higher period for storing in case of any future administrative / regulatory requirements)	Bidder will design solution based on current requirement of 90 days backup. Considering any change in Video storage period is subject to upgrading existing H/W at site, same will be done at additional commercial basis, which will be mutually discussed & agreed with the bank. We request bank to add above statement in this clause as we dont know what additional hardware would be required in order to comply with regulatory changes.	Bidder to comply with the RFP Terms and Conditions.
92	59	Annexure-7 Scope of work	1.15	1.15Bidder shall be liable for providing reports as per Bank's requirement and bidder is under obligation to provide audio-video footage / images as per the requirement of the Bank within 24hrs.	large video which need physical visit will required 72 hours. Request bank to revise this clause	Bidder to comply with the RFP Terms and Conditions.
93	59	Annexure-7 Scope of work	1.21	Site and Geography identification for installation of system would be done absolutely at the discretion of the Bank. Similarly, any addition of the site should not attract any additional commercial.	As deployment of sites is depend on the network feasibility & structural layout of site. Bidder will perform site feasibility and will inform Bank for any sites which are not feasible due to network or site related issues. Hence request bank to accept bidder's feedback based on network and site feasibility layout report.	Bidder to comply with the RFP Terms and जनरा Conditions.

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94	60	Annexure-7 Scope of work	1.23	During the currency of the contract, if any additional sensor is required to be installed, the vendor will install the same without any extra cost.	The Bidder will design solution and will quote the cost based on the specification and requirement given in the RFP. Any change or system upgrade should be subject to cost approval by the bank. Hence we request bank to add below in the clause - "For any new hardware deployment or upgrade at the site due to compliance with Regulatory guidelines/requirements etc., same need to be mutually discussed and agreed with bank and Bidder should upgrade the system at agreed commercial with bank"	Bidder to comply with the RFP Terms and Conditions.
95	60	Annexure-7 Scope of work	1.24	done without any additional cost to the	If bidder needs to de-install/dismante any ES equipment or device due to bank induced shifting, this shall involve additional logistics and installation cost. Hence, we request bank to have this mutually agreed with the bidder at the time of this activity.	Bidder to comply with the RFP Terms and Conditions.
96	60 :	Annexure-7: Scope of work	1.25	1.25 During the currency of the contract, the vendor should upgrade the system at no additional cost, particularly with reference to up gradation in technology related to CCTV camera (resolution)/Sensors or due to compliance of any Regulatory guidelines/requirements etc.	The Bidder will design solution and will quote the cost based on the specification and requirement given in the RFP. Any change or system upgrade should be subject to cost approval by the bank. Hence we request bank to add below in the clause - "For any new hardware deployment or upgrade at the site due to compliance with Regulatory guidelines/requirements etc., same need to be mutually discussed and agreed with bank and Bidder should upgrade the system at agreed commercial with bank"	Bidder to comply with the RFP Terms and Conditions.
97	60	Annexure-7 Scope of work	2	device/equipment. Site and location identification for installation of system would be done solely at the discretion of the Bank. The Bank may shift its ATMs/Branches during the contract period and these cases, the hidder has to shift the same equipment to	We understand site preparation is limited to installation of surveillance equipment only and not other aspects of site preparation. Request bank to please confirm. Also, since the number of instances to shift the equipment and distance to new site address is not known, request bank to remove the same from scope. Shifting services can be provided by the bidder at additional charges as and when the need arise. Request bank to revise this clause as per below "The Bank may shift its ATMs/Branches during the contract period and these cases, the bidder has to shift the same equipment to the new location as per the agreed commercial with the bank"	Bidder to comply with the RFP Terms and Conditions.
98	61	Annexure-7 Scope of work	10	10.1.The selected vendor has to ensure Quick Response Team (QRT) should attend the site within reasonable time (generally within 15 to 20 minutes in Metro/ Urban area, 30 minutes to 40 minutes in Semi Urban / Rural area).	Making QRT available at site within 15-20 min in Metro / Urban Area, 30-40 minutes in Semi urban / Rural Area is not practically possible. Bidder hereby Request Bank to revise it to 30-45 mins for Metro / Urban area & 60-90 mins for Rural area depending upon the distance.	Bidder to comply with the RFP Terms and Conditions.
99	62	Annexure-7 Scope of work	10		Tracking of any human movement using GPS is breach of Individual privacy. Request Bank to remove the requirement	RFP Clause stands deleted
100	62	Annexure-7 Scope of work	10	should not be changed on frequent basis	QRT is deployed to do basic check up to site & equipment condition and considering the TAT requirement by Bank it will be not feasible to assign same QRT for any specific site. For more technical support SLM engineer is engaged. Request Bank to confirm on same.	Bidder to comply with the RFP Terms and Conditions.



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101	63	Annexure-7 Scope of work	13	13.Incident Management/ Reporting System- The possible incidents include vandalism, theft, fire, water leakage, misbehavior, mischief, crimes, or any other untoward incidents affecting the safety & security of the customer & Bank property. The proposed system should have automated on-line real-time fault detection & trouble tracking system. The system should have multiple means (email/ SMS etc.) for delivering alerts alarms to intimate above the incidents / situations to the authorized officials of the Bank/ local authorities. The proposed system should generate all management reporting of all untoward incidents and should store audit trial of all access/ actions. The reporting system should be comprehensive and should have graphical analytical reporting of all incidences. Storing of ticket related notes / recordings of conversation with various parties for 90 days minimum. Storing of suspicious / criminal events would be for beyond 90 days, till the closer of the case.	There is not proven solution to track water leakage or human behavior like misbehaviour, mischief. Considering the technology challenges request Bank to remove same this wording from the clause	13. Incident Management/ Reporting System-The possible incidents include vandalism, theft, fire, crimes, or any other untoward incidents affecting the safety & security of the customer & Bank property. The proposed system should have automated on-line real-time fault detection & trouble tracking system. "The system should have multiple means (email/ SMS etc.) for delivering alerts alarms to intimate above the incidents / situations to the authorized officials of the Bank/ local authorities. The proposed system should generate all management reporting of all untoward incidents and should store audit-trial of all access/ actions. The reporting system should be comprehensive and should have graphical analytical reporting of all incidences. Storing of ticket related notes / recordings of conversation with various parties for 90 days minimum. Storing of suspicious / criminal events would be for beyond 90 days, till the closer of the case."
102	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.1	Uptime: 5.1.1.The bidder shall guarantee a 24x7x365 availability of the solution minimum uptime of 98 %.	As the solution uptime have dependency on multiple factors like power, GSM connectivity & other site conditions which are beyond Bidder control. So request Bank to revised the uptime SLA to 95%. Also any outage which are beyond Bidder control should be part of standard exclusions.	Bidder to comply with the RFP Terms and Conditions.
103	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.1	Uptime:	Proposed Resolution SLA is only possible if problem can be resolved remotely. In case of any Physical visit / Part Replacement required, request Bank to revise Resolution time to 24, 48 and 72 hours for Severity 1, 2 and 3 respectively.	Bidder to comply with the RFP Terms and Conditions.
104	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.2 & 5.3	5.2.1. The solution should have a minimum uptime of 98% on a monthly basis Penalty will be charged as per the table below, if the required uptime is not maintained on a monthly basis. 5.3.1. If the system is continuously nonfunctional, the penalty will be calculated as below:1	The penalties defined by the bank are highly stringent and not viable for the bidder. Request bank to revise the same so as to have maximum penalty deduction at 50% of monthly rentals paid to the bidder	Bidder to comply with the RFP Terms and Conditions.
105	70	Annexure-9 General Functional and Business Requirement	3.6	IP hidden Camera with mirror	Request bank to clarify why they need mirror with IP hidden camera.	One 2 mega pixel IP hidden Camera One 2 mega pixel IP Camera IR - front / Back lobby



106	38,113	SECTION G - GENERAL CONDITIONS/ Appendix-H Draft Contract Agreement	13.Force Majeure	13.1. The selected bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure. 13.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the selected bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the selected bidder, resulting in such a situation. 13.3. In the event of any such intervening Force Majeure, the selected bidder shall notify the Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the selected bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled	The Force Majeure events should also include industrial actions including strikes, government actions or change in law / regulations. Request Bank to update the clause accordingly	Bidder to comply with the RFP Terms and Conditions.
107	37,112	SECTION G - GENERAL CONDITIONS/ Appendix-H Draft Contract Agreement	12 INDEMNITY / 11.INDEMNITY	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: 12.11. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder; 12.12. Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder; 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. 12.2.1.All indemnities shall survive	Bidder's indemnity obligations will be limited to third party claims resulting into suit or legal proceeding against the Bank ("Claim") for a) IP Infringement; b) Bodily injury (including Death) and damage to real property and tangible property caused by Bidder's' negligence or willful misconduct; c) unauthorized use of Bank's confidential information or data by Bidder causing wrongful monetary loss to the Bank. The Claim will be investigated independently by a third party like the Arbitrator or a court of law to conclusively establish said Claim along with loss or damages and accordingly, the obligation to indemnify will arise when the Bank is compelled to finally pay damages or costs in a suit where the Bank shall (a) provide Bidder prompt notice that the Claim has been threatened or brought, whichever is sooner (the "Claim Notice"); (b) provide Bidder sole control of the defense and any appeal or settlement (at Bidder's discretion) of the Claim; (c) co-operated with Bidder (including providing relevant documentation and information) with respect to the Claim; and (d) complied with all court orders. The failure of Bank to comply with its obligations will relieve the Bidder of its indemnification obligations. Bank's claim for damages directly resulting from breach of terms and conditions of the Contract by Bidder other than a third party Claim will be made by notice to the Bidder. The Bank will provide necessary satisfactory particulars with evidence requested by the Bidder to assess breach and the estimate of damages. Acceptance of information or evidence should be an admission of liability on behalf of Service Provider. Any dispute about claim or claimed damages by the Bank will be resolved by Dispute Resolution Procedure. Further, under no circumstances will the Bidder be liable, whether in an action in contract, tort, product liability, strict liability, statute, law, equity, or otherwise, arising under or related to this agreement or any order, for: (a) indirect, incidental, consequential, special, remot	Bidder to comply with the RFP Terms and Conditions.



108	66	Annexure - 8 Techno- Functional Requirement	5	Communication equipment with GSM / VPN/Dual SIM intelligent Router with bandwidth aggregator/or any aggregation technology with minimum Triple/quad connectivity (4G SIM & above) to ensure that functioning of ATM is not impacted because of the failure of any communications equipment. GSM /VPN with minimum 4G/5G Dual Sim intelligent Router with bandwidth aggregator/any other suitable mode (triple/quad Connectivity is required). GSM /VPN with minimum 4G/5G Dual Sim intelligent Router with bandwidth aggregator/any other suitable mode (triple/quad Connectivity is required) auto switchover.	A dual sim router works as an Active/Passive mode. Is this acceptable by Bank? Request bank to clarify.	Bidder to comply with the RFP Terms and Conditions.
109	. 105	Appendix G: Pre Contract Integrity Pact	7.FALL CLAUSE	7.1.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 he refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.	IN RFP situation, the pricing would be based on various factors like volume, deployment region and many other such factors, hence, this would be very difficult to adhere to it. Request bank to amend this clause accordingly.	Bidder to comply with the RFP Terms and Conditions.
110	33, 110	SECTION F: OWNERSHIP & AWARDING OF CONTRACT / Appendix H: Draft Contract Agreement	8.ORDER CANCELLATION/TERMINA TION OF CONTRACT:	8.3.Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services without assigning any reasons.	Since bidder would be investing significantly for this business model, we request bank to provide vendor's remuneration for 30 months (lock-in period) before exercising termination clause, and also request bank to provide cure period of 90 days. We also request bank to remove termination for convenience from this particular clause.	Bidder to comply with the RFP Terms and Conditions.

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111	110	Appendix H: Draft Contract Agreement	8.ORDER CANCELLATION/TERMINA TION OF CONTRACT:	8.4.In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.	Due to unforeseen issues/Acts of God /Force Majeure, bidder would require 30 to 60 days of time to reinstate services as per SLA agreed with the bank. Request bank to amend the clause accordingly.	Bidder to comply with the RFP Terms and Conditions.
112	68	Anńexure-9 General Functional and Business Requirement		8 Hours internal battery Back-up for Alarm Panel, Router, Microphone, Speaker, NYR and 1 IR Vandal Proof Dome Camera + 1 IR Vandal Proof weather proof Bullet Camera + 1 IP Based Vandal Proof Camera + 1 hidden Camera with mirror. All Cameras should be of High Resolution and should be able to record clear images and video in the scenario of dull light at ATM site or the bright light from the back- ground. While viewing the site in real time through CCTV surveillance from Command centres of the vendor, there should be no interruptions due to connectivity/Bandwidth related issues	Livestreaming happens based on the GSM network service provider which depends on geo location connectivity, hence, Request bank to clarify why they need mirror with IP hidden camera.	Bidder to comply with the RFP Terms and Conditions.
113		Annexure-9 General Functional and Business Requirement	1.21	Auto Shutter Lock Sensor Zone	This specific requirement would increase the cost significantly and also will have operational challenges due to non-compliance by ATM maintenance/custodians, hence, we request bank to remove this requirement.	RFP Clause stands deleted.
114	65	Annexure-8 Techno functional requirements		Metal contact Sensor for sensing the removal of ATMS, Cash Recyclers and More Unit of other Self-service Terminals, opening of hood and chest door, Auto shutter open/shut and other equipment placed with the ATM room. To detect any kind of tampering with the equipment installed at ATM site. Note: Wireless sensors would be carrying extra weightage and all sensors should be temperature resist.	This specific requirement would increase the cost significantly and also will have operational challenges due to non-compliance by ATM maintenance/custodians, hence, we request bank to remove this requirement.	Bidder to comply with the RFP Terms and Conditions.
115	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.1	Uptime: 5.1.5.Once go-live of application, the proposed solution shall be available on 24*7*365 basis and hence any technical issues may be resolved as per the Time matrix provided below.	Bidder's wants to understand exclusions while looking at availibility. Also, site level break down resolution will depend on various factor like network flactuation from provider, distance from hub & spares which needs specific programming and configs. Request bank to clarify on the same.	Bidder to comply with the RFP Terms and Conditions.
116	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS		7Loss to Bank for every unreported/undetected incident :Actual financial loss as per the incident.	We request bank to relook at this clause as unreported incidents would have reasons and dependency such as network failure at the time of event causing no alert & recovery for such cases should not be done from vendor.	Bidder to comply with the RFP Terms and Conditions.

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117	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2.Other Penalties:	8 a) Non-Supply of Video Footage b) Non retention of video footageRs. 10000/- per incident or actual loss to the Bank whichever is higher.	Penalty amout is way too high and not viable for the bidder, hence, we request bank to remove the penalty as it is covered in other penalty clause. Also please confirm retention period for footage	Bidder to comply with the RFP Terms and Conditions.
118	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2.Other Penalties:	10Unable to handle the crowd/detection of person entering with mask or helmet: Actual loss to the ATM will be recovered if any damage occurs because of non-detection.	Bidder request clarity on this as crowding the lobby is customer behaviour and may not lead to loss, any damage and vandlism would be covered as per SOP and sensors deployed.	Bidder to comply with the RFP Terms and Conditions.
119	16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2.Other Penalties:	9Non maintenance of Turn Around Time for CCTV footages: Rs. 500/- per incident for such delays beyond 3 days or actual loss to the Bank whichever is higher.	We request bank to increase this timeline to increase to 5 days from the date of request submitted.	Bidder to comply with the RFP Terms and Conditions.
120	58	Annexure-7 Scope of Work	1.5	1.5.Event Based detection of loitering or unauthorized activity, using motion detectors through PIR (Passive Infrared) sensor/ IP Camera on a round the clock basis / or on a shift basis, wherever the ATMs functioning is on a shift basis. In other words, the Trigger action in all the ATMs including the ATMs closed in night would be on event based basis however, all the ATMs would remain under Surveillance for the 24X7X365 basis.	PIR sensor would capture every movement in the lobby, making it difficult to handle the	Bidder to comply with the RFP Terms and Conditions.
121	63	Annexure-7 Scope of Work	13.Incident Management/ Reporting System:	13.4. Site Audit report Service Provider should provide site audit report having details of all assets deployed by the Bank at site (Monthly).	We request bank that these reports should be done specific for e-surveillance assets only.	Bidder to comply with the RFP Terms and Conditions.
122	31	SECTION E - SELECTION OF BIDDER	6.Project Execution	The entire project needs to be completed expeditiously. The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Bengaluru. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order. The Bidder shall submit a Weekly progress report to the Bank as per format, which will be made available to the selected bidder.	We request bank to specifiy project deployment timelines.	Project timelines specified in the RFP.



123	25, 96	SECTION D - BID PROCESS / Appendix-E Bank Guarantee Format for Earnest Money Deposit	6.Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD		Request bank to clarify on correct IFSC code	Please use the account number and IFSC Account No : 0792201002351 IFSC Code : CNRB0000792 If you are submitting the EMD by Fund transfer. If you are submitting the Bank Guarantee please send the SFMS in IFSC Code: CNRB0000007
124	49	Annexure-2	5	The Bidder should have average annual turnover of Rs.250.00 Crores in the last three financial years (i.e., 2019-20, 2020-21 and 2021-22). This must be the individual company turnover and not of any group of companies.		Bidder to comply with the RFP Terms and Conditions.
125	65	Annexure -8	2	Required Sensors and Devices	Hence it is Opex then equal weightage should be ther for all sensor . This should remove	Bidder to comply with the RFP Terms and Conditions.
126	68	Annexure -9	2	Required Sensors and Devices	No Deviation should be considered	Bidder to comply with the RFP Terms and Conditions.
127	68	Annexure -9	1.2	16 - 32 Zone Alarm Panel	Minimum 16-24 Zone Alarm Panel (As may be r-equired with capability to add on). 16-24 zones to be used for sensors connection and others. DC Isolation and AC protection should be provided to all 24 zone from main system controller.	Bidder to comply with the RFP Terms and Conditions.
128				General	Panel with connectivity to Central Monitoring Station with Multi port TCP only facility to connect CMS station on one port and another port to web utility parallelly. Additional TCP port for Offline Utility.	Bidder to comply with the RFP Terms and Conditions.
129				General	Control Relays >= 17 nos 10 Δ each to control electrical load of 2 (DΔC /12VI)	Bidder to comply with the RFP Terms and Conditions.
130				General	Out of 12 no's 5 no's Output Relay should have Operating Modes - Fixed, Astro, Hybrid, Periodic, interval and instant mode to be made available which can be remotely changed to any mode using web utility with multi select feature .	Bidder to comply with the RFP Terms and Conditions.
131					Should be capable of getting KWH consumed by each sites on web utility on pre defined intervals (1min, 5min)	Bidder to comply with the RFP Terms and Conditions.
132				General	Earth to neutral voltage monitoring with .1 v resolution	Bidder to comply with the RFP Terms and Conditions.
133				General	Solution should have capability of UPS Power Management by monitoring of power back-up, failure and battery discharge etc. Measuring and recording UPS input Voltage, UPS Input fault voltage, UPS output Voltage, UPS output Current, UPS output frequency, UPS battery voltage, Temperature, beeper status, shutdown active status, and type of ups every 1 min interval	Bidder to comply with the RFP Terms and Conditions.
134	14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.1	Level 2 - Severity (Medium) - Within 3 hours of call reported Level 3 - Severity Level 3 - Severity	Response and Resolution time to be reevaluated since it is quite aggressive and not practical in most scenarios. Suggested Changes: Level 1 - Severity (Critical) - Within 24 hours of call reported Level 2 - Severity (Medium) - Within 48 hours of call reported Level 3 - Severity (Medium) - Within 48 hours of call reported Level 3 - Severity (Low) - Within 72 hours of call reported	Bidder to comply with the RFP Terms and Conditions. * কেন্ত ক্রিক্ত ক্রিক্ত বিদ্যানিক স্থানিক BA

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135	50	Annexure-2 Pre- Qualification Criteria	10	Bidder shall have minimum of Two(02) years of experience of providing Centrally Monitored E-Surveillance Solution to Banks/ATM locations.	Minimum experience criteria should be increased to 5 Years from 2 Years	Bidder to comply with the RFP Terms and Conditions.
136	66	Annexure - 8 Techno- Functional Requirement	6.B	Bandwidth - Minimum 30 MBPS Primary Back- haul from Network provider Hub to Central Monitoring Station and Minimum 30 MBPS Secondary Back-haul with auto switch over	Primary and Backup haul should have 100 MBPS bandwidth each to cater such later volume of data	Bidder to comply with the RFP Terms and Conditions.
137	67	Annexure - 8 Techno- Functional Requirement	10.D	Capability to provide remotely activate hooter and two way communication.	Would request to exclude this clause as this will cause device security.	Bidder to comply with the RFP Terms and Conditions.
138	67	Annexure - 8 Techno- Functional Requirement	10.H	Previous 90 days recording should be available in web based portal	Would request to exclude this clause as this will cause huge data storage for web dashboard.	Bidder to comply with the RFP Terms and Conditions.
139	60	Annexure-7 : Scope of Work	1.24	De-installation/ Dismantling of any e- surveillance equipment from the site will be done without any additional cost to the Bank.	In case of relocation, billing will be continued for the existing ATM until new replacement site will be live. Further, there will be fixed instance wise site re-shifting charges will be paid to bidder.	Bidder to comply with the RFP Terms and Conditions.
140	19	C. DELIVERABLE AND SERVICE LEVEL AGREEMENTS	6.9	The solution provider has to submit installation report/Sign off report duly signed by the Bank officials of the respective Branch/offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.	Serial number on invoice and Installation Reports is not feasible to mentioned. Since it is an Opex Model ownership of equipments lies with bidder.	Bidder to comply with the RFP Terms and Conditions.
· 141	19	C. DELIVERABLE AND SERVICE LEVEL AGREEMENTS	6.8	Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's / Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.	Payment timeline from bank side after invoice and related details submission not defined. Please clarify.	Bidder to comply with the RFP Terms and Conditions.
142	66	Annexure - 8 Techno- Functional Requirement	5	GSM /VPN with minimum 4G/5G multi SIM intelligent Router with bandwidth aggregator/any other suitable mode (triple/quad Connectivity is required)	Multi SIM intelligent router should be replaced with Dual SIM Router	Bidder to comply with the RFP Terms and Conditions.
143	60	Annexure-7: Scope of Work	1.25	During the currency of the contract, the vendor should upgrade the system at no additional cost, particularly with reference to up gradation in technology related to CCTV camera (resolution)/Sensors or due to compliance of any Regulatory guidelines / requirements etc.	Upgradation should be done at cost basis which will be chargeable to the bank by bidder.	Bidder to comply with the RFP Terms and Conditions.
144	16	C. DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2 (1)	Non-compliance to regulator guidelines - Rs.5000 per calendar day from due date	Clause should be removed. Non-compliance to Regulator guidelines is not exclusive definition, such guidelines to be mutually discussed for feasibility before implementation.	Bidder to comply with the RFP Terms and Conditions.

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145	16	C. DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2 (2)	Delay in the Procurement of functionalities required by the Bank- Penalty : Rs.2000 per calendar day from due date	Penalty should be revised to Rs.500/- per calender week from the due date.	Bidder to comply with the RFP Terms and Conditions.
146	16	C. DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2 (3)	Delay in addressing Security related observations- Penalty :Rs.5000 per calendar day from due date	Clause should be removed. Non-compliance to Security related observations is not exclusive definition, such observations to be mutually discussed for feasibility before implementation.	Bidder to comply with the RFP Terms and Conditions.
147	16	C. DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2 (4)	Failure to deploy onsite support personnel with sound knowledge / Failure to deploy onsite support when the existing personnel is on long leave Penalty : Rs. 5000 per calendar day if proper replacement is not provided within 5 working days from the date reported by the Bank.	Penalty should be revised to Rs.500/- per calender week from the due date.	Bidder to comply with the RFP Terms and Conditions.
148	16	C. DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5.3.2 (8)	a) Non-Supply of Video Footage b) Non retention of video footage Penalty: Rs. 10000/-per incident or actual loss to the Bank whichever is higher.	Penalty should be revised to Rs.5000/- per incident or actual loss.	Bidder to comply with the RFP Terms and Conditions.
149	62	Annexure-7 Scope of Work	11	Preventive Maintenance report: Service Provider should submit preventive maintenance report in banks format duly signed by E-channel manager (in case of offsite) and signed by connecting branch official (in case of onsite) (Monthly).	E-Surveillance systems being deployed currently comes with real time health monitoring mechanism wherein dashboard provides complete visibility for functioning of all equipments deployed at the site. Stated clause should be amended to include preventive maintenance updates on dashboard instead of physical involvement of channel manager and bidder.	Service Provider should submit preventive maintenance report in banks format duly signed by E-channel manager (in case of offsite) and signed by connecting branch official (in case of onsite) (Quarterly) or to include preventive maintenance report on dashboard. Worn out parts should be replaced/repaired/rectified within a maximum period of 24 hours in metro & urban and 48 hrs. in other regions from the time of fault occurrence. In case equipment is taken away for repairs, the Service Provider shall provide a standby equipment (of equivalent configuration), so that the work of Bank is not affected. The Service Provider shall keep sufficient quantity of spares as stock during the warranty period at their support office across the country.
150	74	Annexure 9: General Functional and Business Requirement	F	Video Housekeeping Reports 06.00 hrs - 08.00 hrs 12.00 hrs- 14.00 hrs 18.00 hrs - 20.00 hrs	. We suggest it should be provided with day basis frequency	Bidder to comply with the RFP Terms and Conditions.
151	48	Annexure 2: Pre- Qualification Criteria	5	The Bidder should have average annual turnover of Rs.250.00 Crores in the last three financial years (i.e., 2019-20, 2020-21 and 2021-22). This must be the individual company turnover and not of any group of companies.	We request Bank to consider three financial years inclusing the last FY (i.e., 2020-21, 2021-22 and 2022-23) for the average annual turnover of Rs. 250.00 Crores	Bidder to comply with the RFP Terms and Conditions.
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152	15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS		5.2 - Penalties/Liquidated damages for not maintaining uptime	We request Bank to cap the overall penalties as well as liquidated damage should be maximum 5% - 10% on monthly rental amount (exclusive of taxes) of respective site.	Bidder to comply with the RFP Terms and Conditions.
153	59	Annexure 7: Scope of Work	1.15	1.15 Bidder shall be liable for providing reports as per Bank's requirement and bidder is under obligation to provide audio-video footage / images as per the requirement of the Bank within 24hrs.	In case of engineer visit requirement (due to remote pulling of image is not possible under technical issue), then the TAT should be 48 hours.	Bidder to comply with the RFP Terms and Conditions.
154	59	Annexure 7		responsible to provide such information or video footage or image or reports (in portable device) to the police or other	We recommend Bank that the footage/images will be shared with the Bank only and it will be responsibility of the bank to coordinate with the law enforcement agencies. We require sepearte approval for the cost of portbale storage device on cases to case basis (at actuals). Since its a variable cost and can't be covered while deriving the monthly rates, per site basis.	Bidder to comply with the RFP Terms and Conditions.
155	60	Annexure 7	1.22 & 1.24	1.22. The Bank may shift/renovate its ATMs during the contract period. In these cases, the bidder has to shift the same equipment to the new/existing location. 1.24. De-installation/Dismantling of any esurveillance equipment from the site will be done without any additional cost to the Bank.	Bank has to approve the relocation/De-intsllation and Dismantling cost on mutual agreed commercial terms between Bank and bidder	Bidder to comply with the RFP Terms and Conditions.
156	60	Annexure 7		1.23. During the currency of the contract, if any additional sensor is required to be installed, the vendor will install the same without any extra cost 1.25. During the currency of the contract, the vendor should upgrade the system at no additional cost, particularly with reference to up gradation in technology related to CCTV camera (resolution)/Sensors or due to compliance of any Regulatory guidelines/requirements etc	Any change in BOQ, post Deployment will be borne by the Bank, basis mutual agreed commercial terms between Bank and bidder	Bidder to comply with the RFP Terms and Conditions.



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157	60	Annexure 7	2	2. Site Preperation The selected bidder is required to do all site preparation jobs, if required, to mount the desired device/equipment. Site and location identification for installation of system would be done solely at the discretion of the Bank. The Bank may shift its ATMs/Branches during the contract period and these cases, the bidder has to shift the same equipment to the new location without incurring any additional cost to the Bank.	Bank has to approve the relocation/De-intsllation and Dismantling cost on mutual agreed commercial terms between Bank and bidder	Bidder to comply with the RFP Terms and Conditions.
158	65	Annexure 8: Techno- Functional Requirement	3	Image & Video Items: A - 8 Channel NVR or any other latest technology with Tamper indication and Surveillance rated HDD with 90 Day's motion based recording capacity." 8 Channel NVR or any other latest technology with Tamper indication and Surveillance rated HDD with 90+ Day's motion based recording capacity. Bidder must provide the HDD specification and proof that HDD is Surveillance rated HDD	DVR will help to reduce the cost instead of NVR	Bidder to comply with the RFP Terms and Conditions.
159	65	Annexure 8: Techno- Functional Requirement		Image & Video Items: B - Cameras - One 2 mega pixel IP Dome IR Camera - for front Lobby One 2 mega pixel IP Bullet IR Camera - for out- side ATM room One 2 mega pixel IP hidden Camera. One 2 mega pixel IP Camera IR - front / Back lobby	instead of IP camera we recommend Bank allow Analog Camera	Bidder to comply with the RFP Terms and Conditions.
160	65	Annexure 8: Techno- Functional Requirement	3	Image & Video Items: C - All above mentioned cameras must have SD card of 32 GB / IP based Camera connected to Surveillance Grade HDD to capture recording.	Cloud recording over secured channe can be provided instead of SD Card	Bidder to comply with the RFP Terms and Conditions.
161		Appendix H: Draft Contract Agreement	8- Order Cancellation/Terminatio n of Contract	at least 30 days prior, of its intention to	In case of pre-mature contract termination by the Bank, under any circumstances, Bank has to reimbuse the cost of procured assets by the bidder, as per Written Down Value (WDV). WDV calculation can be defined basis mutual discussion with Bank and bidder.	Bidder to comply with the RFP Terms and Conditions.
162	1	Contract Value	Contract value is missed in the RFP given.		Requesting for contract value	Bidder to refere RFP Terms
163	14	DELIVERABLE AND SERVICE LEVEL	5.1.5	solution shall be available on 24*7*365 basis and hence any technical issues may be	our Field Engineers will visit the site within the taid down TAT in all cases. However, often in the case of Severity 1 cases (major disruptions), there is a likely hood of damage to our panel, equipment and sensors. In such cases there may arise a need to replace/repair major components which may involve shipping from our assembly line and may cause delays. Every the entire will be a system is dependent of saics(ii) on the availability of two essentials - power	Bidder to comply with the RFP Terms and Conditions.
164	14	5. Penalties/Liqu idated Damages	The bidder shall guarantee a 24x7x365 availability of the solution minimum uptime of 98 %.	5.1.1.	The efficiency of the system is dependent basically on the availability of two essentials - power and internet connectivity. 100% power is generally not evailable I a No of sites. Even after installing an 8 to 10 hrs battery back up for power, very often, due to disruption in electric supply especially in rural areas, there is a raw power issue. Also, no internet service provider gaurantees a connectivity of more than 95%. As such, it is requested that an uptime of 95% be considered.	Bidder to comply with the RFP Terms and Conditions.

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165	17	5. Penalties/Liqu idated Damages	5.3.5		Once the site is operational, are liquidated damages applicable? After the site is operational, wont only penalties, if any, be applicable? Please clarify.	Bidder to comply with the RFP Terms and Conditions.
166			6.7. A Performance Bank Guarantee (BG) for a sum equal to 10% of the engagement cost is required to be submitted by the service provider to protect the interest of the Bank against the risk of non-performance by Project. In case the service provider fails to complete the project successfully, it may warrant the invoking of BG.	6. Payment terms	3% of the contrcat Value valid for one year and renewable every year should be considered for PBG. The limit of PBG of 3 % is as per guidelines of Ministry of Finance, Department of Expenditure Procurement Policy Division (No. F.9/4/2020PPD) dated 30th December 2021 which are applicable to all tenders/ contracts.	Bidder to comply with the RFP Terms and Conditions.
167	43	SECTION H- PURCHASE PREFERENCE	1.2	to furnishing of Valid certificate for claiming	Requesting Medium registered vendors also should consider under As per Circular No.1(2)(1)2016-MA dated 10th March,2016 & As per Rule 160(ix a) of GFR, 2005 may relax condition for EMD and tender fee which MSMEs are exempted from paying Application fee/cost	The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD.



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168	49	Annexure-2 Pre- Qualification Criteria	5	The Bidder should have average annual turnover of Rs.250.00 Crores in the last three financial years (i.e., 2019-20, 2020-21 and 2021-22). This must be the individual company turnover and not of any group of companies.	As per Circular No.1(2)(1y2016-MA dated 10th March, 2016 & As per Rule 160(ix a) of GFR, 2005 may relax condition of Prior turnover and Prior Experience in public procurement to all MSE Bidder subject to meeting of quality and technical specifications. In order to ensure inclusivity of genuine E-Surveillance providers and to ensure operability of the installed system, it is requested that the Minimum Annual Turnover be reduced to Rs 100 Crore.	Bidder to comply with the RFP Terms and Conditions.
169	49	Annexure-2 Pre- Qualification Criteria	9	The bidder should be providing e- Surveillance system to deter crime for a minimum of 1,500 Sites including installations for at least in 2 Pvt./Public Banks' ATMs in India as on 31/12/2022.	As per the Experience criteria and no of Sites mentioned in scope of work project costing should not go beyond 50CR- 100CR. Mentioned in RFP for 250 Cr Turnover it seems to be Exhorbitant. Request you to reconsider the same.	Bidder to comply with the RFP Terms and Conditions.
170	50	Annexure-2 Pre- Qualification Criteria	15	Documents related to BCP/DRP should be vetted by respective auditors	Can we submit self-attested undertaking in our letterhead. We have ISO 20000 certificate for DRBC vetted by ISO auditors! We will enclose them as supporting documents. Please confirm.	Bidder to comply with the RFP Terms and Conditions.
171	59	Annexure- 7 Scope of Work	1.7	Storing of Images and Video for any Verification (90 days minimum) (Expandable to meet higher period for storing in case of any future administrative / regulatory requirements)	Video storage for a period exceeding 90 days may require upgradation to a higher storage capacity which may have a commercial impact. Request if and whenever, such an eventuality arises, it be done at a mutually agreed additional cost.	Bidder to comply with the RFP Terms and Conditions.
172	58	Annexure-7 Scope of Work	1.10	Pre-recorded message of minimum 60 seconds should be played to deter any theft/burglary or any suspicious activity.	Please specify if the messages are required in the regional language also besides Hindi and English.	Bidder to comply with the RFP Terms and Conditions.
173	62	Annexure-7 Scope of Work	12.Web Portal and Mobile based Application:	12.9: To develop any new feature in the dashboard at no extra cost to the bank.	Upgradation of features in our dashbord based on our inhouse R&D is a regular feature of our system. However, if any complicated upgradation of features are desired at a later stage, the same may please be considered at a mutually agreed upon cost based on case-to-case basis.	Bidder to comply with the RFP Terms and Conditions.
174	61	Annexure-7 Scope of Work	1.25	During the currency of the contract, the vendor should upgrade the system at no additional cost, particularly with reference to up gradation in technology related to CCTV camera (resolution)/Sensors or due to compliance of any Regulatory guidelines/requirements etc.	If the additional sensors required to be installed are of high value, it is requested that this activity be done at a mutually agreed upon cost.	Bidder to comply with the RFP Terms and Conditions.

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175	61	Annexure-7 Scope of Work	1.24	De-installation/ Dismantling of any e- surveillance equipment from the site will be done without any additional cost to the Bank.	It is requested that any dismantling of our equipment is done by our technical personnel only since all of them are sensitive electronic equipment. A notice of at least 72 hrs be provided before any dismatling is required to be done to enable us to align our technician accordingly.	Bidder to comply with the RFP Terms and Conditions.
176	62	Annexure-7 Scope of Work		Service Provider should submit preventive maintenance report in banks format duly signed by E-channel manager (in case of offsite) and signed by connecting branch official (in case of onsite) (Monthly) or to include preventive maintenance report on dashboard. Worn out parts should be replaced/repaired/rectified within a maximum period of 24 hours in metro & urban and 48 hrs. in other regions from the time of fault occurrence. In case equipment is taken away for repairs, the Service Provider shall provide a standby equipment (of equivalent configuration), so that the work of Bank is not affected. The Service Provider shall keep sufficient quantity of spares as stock during the warranty period at their support office across the country.	Maintenance of every equipment/sensor site on a real-time basis will be ensured through our system of health checks and field visits. The TAT for replacement/repair/rectification of items through routine maintenance will be ensured. However there may be occasions where major items like our panel box may go defective due to power fluctuations and dust issues which would require replacement of the entire unit. in such cases, the laid down TAT may be exceeded. The frequency of detailed Preventive Maintenance once a quarter would be sufficient and may please be considered.	Bidder to comply with the RFP Terms and Conditions.
177	64	Annexure-7 Scope of Work		Service Provider should provide site audit report having details of all assets deployed by the Bank at site (Monthly).	Monthly changes in deployment of equipment at the site are unlikely. All functional issues at the site will be checked on a daily basis through our system of health check and regular maintenance. As such, the frequency of a detailed Site Audit Report being quarterly may please be considered.	Bidder to comply with the RFP Terms and Conditions.
178	66	Annexure - 8 Techno- Functional Requirement	3. Image / Video Items	90+ Day's motion based recording capacity	Request Bank to clarify on What's 90+ days, need to be specific. Also, cloud storage with be at 1 fps due to network limitations.	Bidder to comply with the RFP Terms and Conditions.
179	70	Annexure-9 General Functional and Business Requirement	1.21	Auto Shutter Lock Sensor Zone	This feature is not available as of now and It's difficult to install auto shutter opening / closing feature with existing infrastructure. Most of the the existing shutter will not be suitable for installing rolling shutter motor. The shutter gear shaft needs to be replaced to make it work. This involves lot of civil work. Also additional power back system needs to be deployed. Requesting Bank to modifty this clause	Bidder to comply with the RFP Terms and Conditions.
180	74	Annexure-9 General Functional and Business Requirement	F	Video Housekeeping Reports	Are they to be sent as one consolidated daily report or as three separate reports in the morning, afternoon & evening.	Bidder to comply with the RFP Terms and Conditions.
181	49	Annexure 2: Pre- Qualification Criteria	2	Signing of Pre-Contract Integrity Pact	You have mentioned Respective state stamp act. Kindly clarify Stamp paper should be from bidder state or buyer state	Stamp Act of State of Buyer to be followed.
182	49	Annexure 2: Pre- Qualification Criteria	5	The Bidder should have average annual turnover of Rs.250.00 Crores in the last three financial years (i.e., 2019-20, 2020-21 and 2021-22). This must be the individual company turnover and not of any group of 4 companies.	You have asked average turnover will be 250 Cr. in last three F.Y. Which we feel is appropriate. In your last tender called for e Surveillance and Indian Bank H O recent tender, the turnover asked was up to 50 Cr. Hence we request you to kindly amend this clause to turnover as 50-60 Cr so that this will also help many to participate and compete. Hope the above consideration would be taken on the right earnest and opportunity will be given to all the players to fight equally.	Bidder to comply with the RFP Terms and Conditions.
183					Tender due date, Kindly extend the due date of document submission by 7 to 10 days. Because Gap between pre bid meeting and tender closing time is two weeks. Kindly give minimum 15 days from pre bid replies/final corrigendum.	Bidder to comply with the RFP Terms and Conditions.

Date: 13-07-2023 Place: Bengaluru



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