

Sl. No.	GeM bid clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
1	GeM ATC	11. Delivery, Installation, Integration, Commissioning & Maintenance of the Hardware/Software: 11.2. Supply, Delivery & Installation of Software Solution should be completed within Six (06) weeks from the date of acceptance of the Purchase Order or Seven (7) weeks from the date of release of Purchase Order.	We request bank for considering Supply, Delivery & Installation of Software Solution should be completed within Ten (10) weeks from the date of acceptance of the Purchase Order or Eleven (11) weeks from the date of release of Purchase Order.	Bidder has to comply RFP terms and Condition.
2	GeM ATC	11. Delivery, Installation, Integration, Commissioning & Maintenance of the Hardware/Software: 11.3. Customization, testing, Integration, Implementation & Production live of the software solution completed within Ten (10) weeks from the date of Installation and integration.	We request bank to consider Customization, testing, Integration, Implementation & Production live of the software solution completed within Twelve (12) weeks from the date of Installation and integration.	Bidder has to comply RFP terms and Condition.
3	GeM ATC	13. Integration & Interfaces 13.1. The selected bidder has to work with different application vendors in order to integrate new solution to the existing workload or new workloads during contract period.	We request bank to provide details of different application vendors currently engaged by Bank so that we can factor the commercial involved to intergare new solution to the existing workload or estimate the commrcial for new workloads during contract period.	APPLICATION VENDORS TO BE Modified with ATM & CR OEMs / Vendors in the RFP Clause
4	GeM ATC	12. Onsite Resources: 12.4. Bank reserves the right to claim change in resource based on the performance of the resources.	We request bank any claim for change in resource needs to be discussed and mutually agreed upon by the Successful Vendor and Bank.	Bidder has to comply RFP terms and Condition.
5	GeM ATC	14. Security 14.6. Any kind of change like update, upgrades etc. in the system after complete installation will not lead into any commercial during contract tenure.	We request bank any kind of change request ,update upgarde asked by the bank to be done after completion of installation to be done on mutually agreed commercial during contract tenure.	Bidder has to comply RFP terms and Condition.
6	GeM ATC	15. Acceptance 15.1. The Installation will be deemed as incomplete if any component of the Solution is not delivered or is delivered but not installed and / or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete and system(s) will not be accepted. The installation will be accepted only after complete commissioning of Solution. 15.2. The commissioning of the solution will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender/GeM bid. 15.3. The solution will be accepted after complete integration and satisfactory working of the solution. 15.4. Any deliverable that has not been implemented or not operational or delayed, will be deemed or treated as Non-Delivery thereby excluding Bank from all payments obligations under this RFP or agreement. 15.5. Bank will evaluate the offered Solution implemented by the bidder. If the Solution experiences no failures and functions according to the requirements of the GeM bid as determined by the Bank during the procurement period, then the solution will be accepted by the Bank.	We request bank to consider deemed acceptance if the delay in installation is due to Bank Dependency	Bidder has to comply RFP terms and Condition.

7	GeM ATC	<p>16. Penalties & Liquidated damages 16.1. Penalties/Liquidated damages for delay in Delivery and installation of Solution/Software would be as under: 16.1.1. Non-compliance of the Supply, delivery & Installation as per clause 11.2. will result in imposing penalty of 0.50% on delay in delivery & Installation per week or part thereof by the Bank on the total cost as per Bill of material excluding Training charges for each location/office address wise. 16.1.2. However, the total Penalty/LD to be recovered under clause 16.1.1. shall be restricted to 5% of the total cost as per Bill of material. 16.1.3. Non-compliance of the Customization, implementation and production live as per clause 11.2. will result in the imposing penalty of 0.50% on delay in Customization, implementation and production live per week or part thereof by the Bank on the total cost as per Bill of material. 16.1.4. However, the total Penalty/LD to be recovered under clause 16.1.3. shall be restricted to 5% of the total cost as per Bill of material. 16.1.5. However, the total Penalty/LD to be recovered under clause 16.1.1. & 16.1.3. shall be restricted to 10% of the total cost as per Bill of material.</p>	<p>We request bank to restrict the total Penalty/LD to 2% of the Total cost as per bill of material (Supply ,Delivery , Installation ,Customization , implementation and production live) ie total Penalty /LD to be recovered under clause 16.1.1 & 16.1.3 (put together) to be restricted to 2% of the TCO as per Bill of material.</p>	<p>Bidder has to comply RFP terms and Condition.</p>
8	GeM ATC	<p>16. Penalties & Liquidated damages 16.2. Penalties/Liquidated damages for delay in project timelines would be as under: 16.2.1. Non-compliance of the project timelines as mention in clause 11.3. will result in imposing penalty of 0.25% on delay in project timelines per week or part thereof by the Bank on the total cost as per Bill of material. 16.2.2. However, the total Penalty/LD to be recovered under above clause 19.2.1. shall be restricted to 10% of the total cost as per Table-A (inclusive of Taxes) excluding Training charges for each location/office address wise</p>	<p>We request to remove this clause since this penalty is allready covered in 16.1.3</p>	<p>Bidder has to comply RFP terms and Condition.</p>
9	GeM ATC	<p>16. Penalties & Liquidated damages 16.3. Penalties/liquidated damages on Non availability of the EJs: 16.3.1. In case of Offsite/ Onsite Solution provided by Selected Bidder, the bidder has to ensure point to point connectivity with Both DC & DR of the Bank. Penalties to be levied as per the availability of EJs. Bank will levy a penalty of INR100/- per instance per day in case of non-uploading of EJ within T+1 days (on or before 6:00 am) from the date of transaction, and/or uploaded file not having 100% transactions and/or EJ disabled and EJ disconnected cases not resolved within T+2 days after logging a call with the ATM Vendor. 16.3.2. Any liability to the Bank arising out of disputes in case of non-availability of EJ will be recovered from the Selected Bidder.</p>	<p>We request for exclusion due to Bank / ATM /Cash recycler OEM dependency. Any liability to the bank arising out of disputes in case of non avilability of EJ to be discussed and mutually agreed upon before recovering from the selected bidder.</p>	<p>Bidder has to comply RFP terms and Condition.</p>

10	GeM ATC	<p>16. Penalties & Liquidated damages</p> <p>16.4. Penalties/liquidated damages for Onsite resources: In case the resources goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank will levy a penalty of INR 2000/- per resource per day of absence and it will be adjusted in the subsequent invoice for EJ pulling</p>	<p>We request to consider emergency cases where Resources would not be able to reach and also the penalty of INR 500/- per resource per day of absence.</p>	<p>Bidder has to comply RFP terms and Condition.</p>
11	GeM ATC	<p>16. Penalties & Liquidated damages</p> <p>16.5.2. If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.</p> <p>16.5.4. Any financial loss to the Bank on account of fraud taking place due to Successful Bidder, its employee or their services provider's negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Bank's reputation and goodwill.</p>	<p>We request any penalty or financial loss to the bank should be discussed prior to imposing the same to Successful bidder and needs to be proved that the financial loss has taken place due to bidders negligence.</p> <p>The following exclusion need to be taken into account.</p> <ol style="list-style-type: none"> 1. Hard disk failure in the ATM. 2. Network failure 3. Unauthorised access to the ATM due to which EJ Folder gets deleted. 4. Abruptive shut down of ATM leading to OS corruption. 5. Missing Transaction in the EJ due to Switch command. 	<p>Bidder has to comply RFP terms and Condition.</p>
12	GeM ATC	<p>17. Payment terms</p> <p>17.8. The payments will be released through NEFT / RTGS after deducting the applicable LD/Penalty and TDS (if any), centrally by Head Office at Bengaluru and the Selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.</p>	<p>If GST- TDS deducted then credit of 2% amount should be received to the state from where billing done by Vendor & credit should be given by the Invoice To state of the customer. GST TDS credit should be received in next month of deduction. Invoice wise details to be shared by Bank to Vendor after filing of return.</p>	<p>Bidder has to comply RFP terms and Condition.</p>
13	GeM ATC	<p>18. Scope involved during Contract period</p> <p>18.6. Only licensed copies of software shall be supplied. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.</p>	<p>License copy will be provided till the end of contract</p>	<p>Bidder has to comply RFP terms and Condition.</p>
14	GeM ATC	<p>54. Insurance</p> <p>The Hardware to be supplied will be insured by the selected bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office. The selected bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such insurance cover should be available till installation of the Solution. If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of Solution.</p>	<p>As per the Industry practise Insurance is taken on Transit of Hardware and once the Hardware is delivered to site the Insurance cover is completed ,we request bank to amend this clause accordingly.</p>	<p>Bidder has to comply RFP terms and Condition.</p>

15	Annexure-1	<p>Scope of Work and Technical Requirements</p> <p>A. Customer level</p> <p>Sl. No.4 The vendor has to provide server access to the bank team.</p>	<p>We request Bank to clarify the location for installation of Server , Please clarify as to Server to be installed in the banks premises or Vendors premises</p> <p>If the Server is to be placed in Banks DC & DR ,we request bank to provide a separate line item in the commercial format for 1) Server Hardware 2) OS & 3) Database.</p> <p>We assume Anti-virus will be provided by Bank.</p>	EJ VIEWER PORTAL ACCESS TO BE PROVIDED
16	Annexure-1	<p>Scope of Work and Technical Requirements</p> <p>A. Customer level</p> <p>Sl. No.10 Other than penalty, if any loss on bank due to non-availability of EJ to be borne by the EJ pulling vendor.</p>	EJ Pulling Vendor will not be taking the loss on bank for the reasons not attributable , any such event to be discussed and mutually agreed upon by the bank and EJ pulling Vendor.	Bidder has to comply RFP terms and Condition.
17	Annexure-1	<p>Scope of Work and Technical Requirements</p> <p>A. Customer level</p> <p>Sl. No.13 Any liability to the Bank arising out of disputes in case of non-availability of EJ will be recovered from the Vendor</p>	Any liability arising to the bank due to reasons not attributable to EJ Pulling Vendor should be not taken into account.	Bidder has to comply RFP terms and Condition.
18	Annexure-1	<p>Scope of Work and Technical Requirements</p> <p>A. Customer level</p> <p>Sl. No.20 The software to be installed for EJ pulling in ATMs/BNAs should have the license right in favour of Bank even after the expiry of term also for all the ATMs/BNAs.</p>	The license right in favour of Bank will be till the contract period.	Bidder has to comply RFP terms and Condition.
19	Annexure-1	<p>Scope of Work and Technical Requirements</p> <p>A. Customer level</p> <p>Sl. No.24 The selected bidder has to make arrangement to establish their hardware & software in Bank premises & pull EJ through onsite resources provided by the bidder at Bank OR establish direct point-to-point connectivity with Bank's datacenter to connect with ATMs & pull the EJ from remote. After pulling the EJ from ATMs/ Recyclers the same shall be uploaded to Bank's server in the location and format specified by the Bank.</p>	Please clarify Point -to Point connectivity with Banks datacenter.	RFP CLAUSE IS SELF EXPLANATORY
20	Annexure-4	<p>Pre-Qualification Criteria</p> <p>Sl. No.1</p> <p>The bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 16/09/2020.</p>	We are a software company with our own IPR, content EJ Pulling and Content distribution software. In such case what declaration is required for make in India?	Bidder has to comply RFP terms and Condition.
21	Annexure-1	<p>Scope of Work and Technical Requirements</p> <p>A. Customer level</p> <p>Sl. No.1 EJ Pulling will be through an automated process. In case, automated process fails to pull the EJ for whatever reasons, the vendor is responsible for installing the software either centrally or by arranging a visit to the ATM for reinstallation and reconfiguration at their cost so that EJ pulling happens seamlessly.</p>	<p>We request bank to consider installing EJ agent at each OEMs ATM,Recycler by their engineers as per the agreed rate with the bank. Or The OEM should allow installing the EJ agent to their machines by third party engineers. / Also, if the EJ pulling tool fails to pull the EJ due to lost connectivity with the ATM on T + 1 basis, can Such EJs be deferred to be pulled next day or on T + 5 basis?</p>	Bidder has to comply RFP terms and Condition.

22	Annexure-1	Scope of Work and Technical Requirements A. Customer level SI. No.2 100% EJ to be pulled on T+1, T+1 cut off time is 6:00 AM.	We request bank to consider 100% EJ Pulling in T+2 days in case of live machines only in the network.	Bidder has to comply RFP terms and Condition.
23	Annexure-1	Scope of Work and Technical Requirements A. Customer level SI. No.3 EJ has to be pulled in real-time for every 3 / 5 minutes and made available in EJ server and access to be given to bank team. So that data loss will be less if machine lost connectivity abnormally.	We request bank to consider EJ pulling at midnight to reduce the load on the network.	Bidder has to comply RFP terms and Condition.
24	Annexure-1	Scope of Work and Technical Requirements A. Customer level SI. No.4 The vendor has to provide server access to the bank team.	We understand tat the the server will be installed at the banks data center. Hope our understanding is correct.	EJ VIEWER PORTAL ACCESS TO BE PROVIDED
25	Annexure-1	Scope of Work and Technical Requirements A. Customer level SI. No.5 Back up of one-year data to be kept in the server and every year the back up to be scheduled to take the EJs in server.	We request bank for more clarity on this point.	RFP CLAUSE IS SELF EXPLANATORY
26	Annexure-1	Scope of Work and Technical Requirements A. Customer level SI. No.6 Vendor has to provide EJ viewer facility to Bank team and all Bank branches	We request to confirm the tentative numbers of users for EJ viewer	EJ viewer facility to be provided to Bank branches, ATM Nodal Cells, ROs, COs and HO Teams
27	Annexure-1	Scope of Work and Technical Requirements A. Customer level SI. No.7 For EJ disabled & disconnected cases call to be logged immediately by the EJ pulling vendor and necessary resources to be deployed in the HO for the support.	We request bank to confirm the process	RFP CLAUSE IS SELF EXPLANATORY
28	Annexure-1	Scope of Work and Technical Requirements A. Customer level SI. No.10 Other than penalty, if any loss on bank due to non-availability of EJ to be borne by the EJ pulling vendor.	In case If the Ej is not available in the machine or the EJ file is corrupted at the source, this should not be the vendors responsibility	Bidder has to comply RFP terms and Condition.
29	Annexure-1	Scope of Work and Technical Requirements A. Customer level SI. No.11 Bank will levy a penalty of INR100/- per instance per day in case of nonuploading of EJ within T+1 days (on or before 6:00 am) from the date of transaction, and/or uploaded file not having 100% transactions and/or EJ disabled and EJ disconnected cases not resolved within T+2 days after logging a call with the ATM Vendor.	What happens in the scenario where ATM loses connectivity the next day of transaction? What is the SLA for restoring the ATM connectivity and who will be responsible for it? / Also, EJ reconnection should be the responsibility of the OEM	Bidder has to comply RFP terms and Condition.
30	Annexure-1	Scope of Work and Technical Requirements A. Customer level SI. No.13 Any liability to the Bank arising out of disputes in case of non-availability of EJ will be recovered from the Vendor	In case If the Ej is not available in the machine or the EJ file is corrupted at the source, this should not be the vendors responsibility	Bidder has to comply RFP terms and Condition.
31	Annexure-1	Scope of Work and Technical Requirements A. Customer level SI. No.18 The vendor has to provide support for distribution of Files such as Screens, Executable files etc.	Can we have an exhaustive list of executable files?	WILL BE SHARED WITH THE SUCCESSFUL BIDDER



32	Annexure-1	<p>Scope of Work and Technical Requirements</p> <p>A. Customer level</p> <p>SI. No.24 Cost of hardware / software / human resources / point-to-point network connectivity and/or any other hardware/ software / license cost involved in the implementation of the solution shall be borne by the bidder.</p>	<p>Since the project is for 3 years we request bank to provide the hardware OS and database at banks DC.</p>	<p>Bidder has to comply RFP terms and Condition.</p>
33	Annexure-1	<p>Scope of Work and Technical Requirements</p> <p>A. Customer level</p> <p>SI. No.28 The successful bidder must design the solution with high availability & secure infrastructure in Data Centre and Disaster Recovery site as per Industry accepted security standards and best practices.</p>	<p>How many ATMs are in scope of EJ pulling in this RFP, what are their make and models?</p>	<p>Present Capex ATMs / CRs of Bank</p> <p>AGS- 2659 ATMs</p> <p>NCR- 3055 ATMs</p> <p>OKI- 501 CRs</p> <p>HITACHI- 152 CRs</p> <p>LIPI- 433 ATMs</p> <p>DIEBOLD- 869 ATMs</p> <p>*Numbers are as on 20-02-2023, make and nos subjected to change</p>
34	Annexure-1	<p>Scope of Work and Technical Requirements</p> <p>A. Customer level</p> <p>SI. No.29 The Bank is not responsible for any assumption made by the bidder with respect to the sizing of hardware, network etc. In the event the sizing proposed by the successful bidder does not meet the performance / service levels of the Bank, the successful bidder will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the successful bidder the required additional expenses which Bank may incur on account of such upgrades / replacements.</p>	<p>For hardware sizing we request bank to confirm the numbers of ATM/BNA/Recycler and average daily transactions.</p>	<p>Bidder has to comply RFP terms and Condition.</p>
35	GeM ATC	<p>11. Delivery, Installation, Integration, Commissioning & Maintenance of the Hardware/Software:</p> <p>11.2. Supply, Delivery & Installation of Software Solution should be completed within Six (06) weeks from the date of acceptance of the Purchase Order or Seven (7) weeks from the date of release of Purchase Order.</p>	<p>We request for delivery within 8-12 weeks from the date of receipt of PO for providing the software along with the configuration of 2 major OEMs</p>	<p>Bidder has to comply RFP terms and Condition.</p>
36	Additional Point		<p>We request bank to provide scope in the commercial bid for 1 time server cost for server, network and first time EJ installation cost by the OEM engineers. Or bank should pay this at actual to respective OEMs.</p>	<p>THE COST WILL BE BORNE BY THE SUCCESSFUL BIDDER.</p>

37	EMD		We request to exempt the EMD for MSME registered vendor with ouw IPR for EJ Software	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. Traders are excluded from the purview of this Policy.
38	GeM ATC	5. Requirement details 5.2. The term of contract will be for a period of Three (3) years (Extendable by another 2 years by bank) and same can be terminated by bank by giving notice of 3 months at the sole discretion of the bank after completion of one year from the start date of contract.	The suggested clause to be removed as it would be an unfair practice considering the capex invested by the bidder.	Bidder has to comply RFP terms and Condition.
39	GeM ATC	11. Delivery, Installation, Integration, Commissioning & Maintenance of the Hardware/Software: 11.2. Supply, Delivery & Installation of Software Solution should be completed within Six (06) weeks from the date of acceptance of the Purchase Order or Seven (7) weeks from the date of release of Purchase Order.	Request the bank to consider at least 8-10 weeks of time for installation since the number of ATM/BNA are huge.	Bidder has to comply RFP terms and Condition.
40	GeM ATC	12. Onsite Resources: 12.4. Bank at its discretion may avail additional Onsite/Offsite resources based on the requirement. No other cost shall be borne by Bank apart from the per transaction cost referred in the Bill of Material of this RFP.	Bidder requests the Bank that in case of any additional resources required by the Bank, the cost for the additional resources shall be borne by the Bank and the costs to be mutually agreed between the parties.	Bidder has to comply RFP terms and Condition.
41	GeM ATC	16. Penalties & Liquidated damages 16.1. Penalties/Liquidated damages for delay in Delivery and installation of Solution/Software would be as under: 16.1.1. Non-compliance of the Supply, delivery & Installation as per clause 11.2. will result in imposing penalty of 0.50% on delay in delivery & Installation per week or part thereof by the Bank on the total cost as per Bill of material excluding Training charges for each location/office address wise. 16.1.2. However, the total Penalty/LD to be recovered under clause 16.1.1. shall be restricted to 5% of the total cost as per Bill of material. 16.1.3. Non-compliance of the Customization, implementation and production live as per clause 11.2. will result in the imposing penalty of 0.50% on delay in Customization, implementation and production live per week or part thereof by the Bank on the total cost as per Bill of material. 16.1.4. However, the total Penalty/LD to be recovered under clause 16.1.3. shall be restricted to 5% of the total cost as per Bill of material. 16.1.5. However, the total Penalty/LD to be recovered under clause 16.1.1. & 16.1.3. shall be restricted to 10% of the total cost as per Bill of material.	Requesting Bank Cap this penalty at 1%	Bidder has to comply RFP terms and Condition.



42	GeM ATC	<p>16. Penalties & Liquidated damages</p> <p>16.2. Penalties/Liquidated damages for delay in project timelines would be as under:</p> <p>16.2.1. Non-compliance of the project timelines as mention in clause 11.3. will result in imposing penalty of 0.25% on delay in project timelines per week or part thereof by the Bank on the total cost as per Bill of material.</p> <p>16.2.2. However, the total Penalty/LD to be recovered under above clause 19.2.1. shall be restricted to 10% of the total cost as per Table-A (inclusive of Taxes) excluding Training charges for each location/office address wise</p>	Requesting Bank to consider max. 1% of the total cost	Bidder has to comply RFP terms and Condition.
43	GeM ATC	<p>16. Penalties & Liquidated damages</p> <p>16.3. Penalties/liquidated damages on Non availability of the EJs:</p> <p>16.3.1. In case of Offsite/ Onsite Solution provided by Selected Bidder, the bidder has to ensure point to point connectivity with Both DC & DR of the Bank. Penalties to be levied as per the availability of EJs. Bank will levy a penalty of INR100/- per instance per day in case of non-uploading of EJ within T+1 days (on or before 6:00 am) from the date of transaction, and/or uploaded file not having 100% transactions and/or EJ disabled and EJ disconnected cases not resolved within T+2 days after logging a call with the ATM Vendor.</p> <p>16.3.2. Any liability to the Bank arising out of disputes in case of non-availability of EJ will be recovered from the Selected Bidder.</p>	Requesting Bank to relook this penalty at reasonable amount due to Bank's SLM vendor TAT delay for re-installation	Bidder has to comply RFP terms and Condition.
44	GeM ATC	<p>16. Penalties & Liquidated damages</p> <p>16.4. In case the resources goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank will levy a penalty of INR 2000/- per resource per day of absence and it will be adjusted in the subsequent invoice for EJ pulling.</p>	Requesting Bank to relook this penalty at reasonable amount	Bidder has to comply RFP terms and Condition.
45	GeM ATC	<p>16. Penalties & Liquidated damages</p> <p>16.5. Penalties/Liquidated Damages for non-performance: If the bidder does not meet the requirements of the GeM BID (RFP) during contract, the bidder shall rectify the same at bidders cost to comply with the requirements immediately to ensure completion of the activity, failing which the Bank reserves its right to invoke the Bank Guarantee:</p>	Requesting Bank to relook this penalty at reasonable amount	Bidder has to comply RFP terms and Condition.



46	GeM ATC	<p>16. Penalties & Liquidated damages 16.3. Penalties/liquidated damages on Non availability of the EJs: 16.3.1. In case of Offsite/ Onsite Solution provided by Selected Bidder, the bidder has to ensure point to point connectivity with Both DC & DR of the Bank. Penalties to be levied as per the availability of EJs. Bank will levy a penalty of INR100/- per instance per day in case of non-uploading of EJ within T+1 days (on or before 6:00 am) from the date of transaction, and/or uploaded file not having 100% transactions and/or EJ disabled and EJ disconnected cases not resolved within T+2 days after logging a call with the ATM Vendor.</p>	Bank to consider OEM/Bank dependency cases in the clause and exclude the penalty on the vendor in this case.	Bidder has to comply RFP terms and Condition.
47	GeM ATC	<p>16. Penalties & Liquidated damages 16.3. Penalties/liquidated damages on Non availability of the EJs: 16.3.2. Any liability to the Bank arising out of disputes in case of non-availability of EJ will be recovered from the Selected Bidder.</p>	Disputes arising outside the scope of the bidder dependency/control should not be included in the recovery.	Bidder has to comply RFP terms and Condition.
48	GeM ATC	<p>16. Penalties & Liquidated damages 16.3. 16.5. Penalties/Liquidated Damages for non-performance: If the bidder does not meet the requirements of the GeM BID (RFP) during contract, the bidder shall rectify the same at bidder's cost to comply with the requirements immediately to ensure completion of the activity, failing which the Bank reserves its right to invoke the Bank Guarantee. 16.5.3. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for nonperformance.</p>	Bidder requests the Bank to limit the penalty/LD.	Bidder has to comply RFP terms and Condition.
49	GeM ATC	<p>17. Payment terms 17.5. The payment will be made only for the services provided by the Service Provider as mentioned in the scope of work. The vendor has to submit the invoices within 1st week of every succeeding month along with the uptime and downtime reports as mentioned in penalty clauses.</p>	Considering the timeline of submission of invoices, the bank should release payments within 1 week of submission of the invoices and reports.	Bidder has to comply RFP terms and Condition.
50	GeM ATC	<p>20. Software, Drivers and Manuals 20.2. All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.</p>	Bidder requests that the proposal to be submitted by the Bidder would contain confidential and proprietary information of the Bidder, hence confidentiality has to be accorded to the proposal and other documents to be submitted by the Bidder. The proposal may be used by the Bank for the sole purpose of evaluating the Bidder with respect to this GeM Bid.	Bidder has to comply RFP terms and Condition.
51	GeM ATC	<p>32. Responsibilities of the bidder 32.7. 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.</p>	The bank to provide the relevance for calling of Audited Balance sheet.	Bidder has to comply RFP terms and Condition.
52	GeM ATC	44. Order Cancellation/Termination of Contract	Requesting Bank to check and redraft the cancellation/Termination on mutual terms.	Bidder has to comply RFP terms and Condition.

53	GeM ATC	44. Order Cancellation/Termination of Contract 44.1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions: 44.1.1. Delay in delivery of services in the specified period. 44.1.2. Serious discrepancies noted in the inspection. 44.1.3. Breaches in the terms and conditions of the Order.	Bidder requests the Bank to provide additional 15 days if the agreement is not executed within time limit mention in this clause.	Bidder has to comply RFP terms and Condition.
54	GeM ATC	44. Order Cancellation/Termination of Contract 44.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.	The bank to consider excluding this clause as it implicates bad faith in maintaining business relationship with the vendor.	Bidder has to comply RFP terms and Condition.
55	GeM ATC	61. Corrupt and Fraudulent Practices 61.6. Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the bidder's bid and/or blacklisting the bidder. The bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.	Bidder requests the Bank to make this on mutual and the term be increased to two years post termination of contract.	Bidder has to comply RFP terms and Condition.
56	GeM ATC	69. Legal Disputes and Jurisdiction of the court 69.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this GeM bid. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.	Bidder requests the bank to make this clause be mutually applicable for both parties. Bidder further request the bank to modify the highlighted portion of the clause to include limitation of liability as proposed.	Bidder has to comply RFP terms and Condition.
57	GeM ATC	73. Procurement through Local Suppliers (Make in India):	Requesting Bank to share the understanding for the scope.	Bidder to refer https://dpiit.gov.in/public-procurements for complete details on Public Procurement (Preference to Make in India).



58	Annexure-1	<p>Scope of Work and Technical Requirements A. Customer level SI. No.1 EJ Pulling will be through an automated process. In case, automated process fails to pull the EJ for whatever reasons, the vendor is responsible for installing the software either centrally or by arranging a visit to the ATM for reinstallation and reconfiguration at their cost so that EJ pulling happens seamlessly.</p>	EJ disconnected due to FLM\SLM activity need to be considered as Bank dependency.	Bidder has to comply RFP terms and Condition.
59	Annexure-1	<p>Scope of Work and Technical Requirements A. Customer level SI. No.2 100% EJ to be pulled on T+1, T+1 cut off time is 6:00 AM.</p>	Exclusion not given in case pulling is not done due to Bank dependency. Currently Online EJ pulling not available. Exclusion in case of force majeure, isolation of ATM by Govt, the ATM Hard drive crashed, or the Data is overwritten due to non-pulling of EJ file or EJ Agent disconnection and not getting attended due to pandemic lockdown or EJ Data not created by ATM itself, the data shall not be available for FSS to pull or cannot be pulled over a network. In such a scenario, the EJ Data shall not be made available 100 %on T+1	Bidder has to comply RFP terms and Condition.
60	Annexure-1	<p>Scope of Work and Technical Requirements A. Customer level SI. No.4 The vendor has to provide server access to the bank team.</p>	We will providing EJ on SFTP.	EJ VIEWER PORTAL ACCESS TO BE PROVIDED
61	Annexure-1	<p>Scope of Work and Technical Requirements A. Customer level SI. No.5 Back up of one-year data to be kept in the server and every year the back up to be scheduled to take the EJs in server.</p>	Infra cost need to be provided by bank for storage Backup drive. Any other Major software/Hardware component requires attracts additional costs to Bidder	Bidder has to comply RFP terms and Condition.
62	Annexure-1	<p>Scope of Work and Technical Requirements A. Customer level SI. No.6 Vendor has to provide EJ viewer facility to Bank team and all Bank branches</p>	Need more clarity as we have to provide different user access for Branches also	YES
63	Annexure-1	<p>Scope of Work and Technical Requirements A. Customer level SI. No.7 For EJ disabled & disconnected cases call to be logged immediately by the EJ pulling vendor and necessary resources to be deployed in the HO for the support.</p>	As per CAPEX ATMs SLM is Bank's scope, requesting Bank to check closure of EJ disconnection not in bidder scope	Bidder has to comply RFP terms and Condition.
64	Annexure-1	<p>Scope of Work and Technical Requirements A. Customer level SI. No.8 Test machines located in the ATM switch also to be added in the scope.</p>	Requesting Bank to eliminate this Test ATM, as multiple testing will be done by bank which may cause EJ disconnection	Bidder has to comply RFP terms and Condition.
65	Annexure-1	<p>Scope of Work and Technical Requirements A. Customer level SI. No.9 Daily EJ reports to be provided and any adhoc reports requested by the bank has to be provided.</p>	Bank to share the standard format, any adhoc reports need to discuss mutually	WILL BE SHARED WITH THE SUCCESSFUL BIDDER
66	Annexure-1	<p>Scope of Work and Technical Requirements A. Customer level SI. No.10 Other than penalty, if any loss on bank due to non-availability of EJ to be borne by the EJ pulling vendor.</p>	Not acceptable, Exclusion in case of force majeure, isolation of ATM by Govt, the ATM Hard drive crashed, or the Data is overwritten due to non-pulling of EJ file or EJ Agent disconnection and not getting attended due to pandemic lockdown or EJ Data not created by ATM itself, the data shall not be available for FSS to pull or cannot be pulled over a network. In such a scenario, the EJ Data shall not be made available.	Bidder has to comply RFP terms and Condition.

67	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No.11 Bank will levy a penalty of INR100/- per instance per day in case of nonuploading of EJ within T+1 days (on or before 6:00 am) from the date of transaction, and/or uploaded file not having 100% transactions and/or EJ disabled and EJ disconnected cases not resolved within T+2 days after logging a call with the ATM Vendor.	Not acceptable due to OEM dependency	Bidder has to comply RFP terms and Condition.
68	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No. 12 However, no penalty will be levied if Vendor is not able to access the ATM due to connectivity issues like "no network" but EJ should be pulled after connectivity is established.	Requesting Bank to add non availability of Network as Force Major for the scope	Bidder has to comply RFP terms and Condition.
69	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No. 13 Any liability to the Bank arising out of disputes in case of non-availability of EJ will be recovered from the Vendor	Requesting Bank to check as EJ pulling vendor beyond control issue/OEM dependency need to check by Bank	Bidder has to comply RFP terms and Condition.
70	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No. 14 Vendor has to take full responsibility of pulling Electronic Journals from ATMs and BNAs and make them available to the Bank	.Exclusion in case of force majeure ,isolation of ATM by Govt ,the ATM Hard drive crashed, or the Data is overwritten due to non-pulling of EJ file or EJ Agent disconnection and not getting attended due to pandemic lockdown or EJ Data not created by ATM itself, the data shall not be available for FSS to pull or cannot be pulled over a network. In such a scenario, the EJ Data shall not be made available	Bidder has to comply RFP terms and Condition.
71	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No. 15 Vendor should provide the EJ on daily basis from the date of takeover of the ATM/BNAs.	.Exclusion in case of force majeure ,isolation of ATM by Govt ,the ATM Hard drive crashed, or the Data is overwritten due to non-pulling of EJ file or EJ Agent disconnection and not getting attended due to pandemic lockdown or EJ Data not created by ATM itself, the data shall not be available for FSS to pull or cannot be pulled over a network. In such a scenario, the EJ Data shall not be made available	Bidder has to comply RFP terms and Condition.
72	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No.16 Upload of EJ as per Bank's requirement.	Data will only be provided on SFTP.	Bidder has to comply RFP terms and Condition.
73	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No.17 Software and screen distribution from central source	Any other Major software component requires attracts additional costs to bidder, need mutual discussion for compliance	Bidder has to comply RFP terms and Condition.
74	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No.18 The vendor has to provide support for distribution of Files such as Screens, Executable files etc.	It's OEM depended and required to consider Mutually	Bidder has to comply RFP terms and Condition.
75	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No.20 The software to be installed for EJ pulling in ATMs/BNAs should have the license right in favour of Bank even after the expiry of term also for all the ATMs/BNAs.	Requesting Bank to reconsider this clause as this is not License sale.	Bidder has to comply RFP terms and Condition.



76	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No.21 The vendor has to provide support resources in Bank premises i.e., DBS Wing, Reconciliation Wing for coordinating for EJ pulling services.	Support Resource commercial need to be provide by Bank if addition required	Bidder has to comply RFP terms and Condition.
77	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No.22 The vendor should continue to provide EJ viewer application and ensure working of the EJ viewer application	We are providing EJ on SFTP.	Bidder has to comply RFP terms and Condition.
78	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No.23 The selected bidder has to install the required software for Agents in coordination with ATM/BNA OEM in all the ATMS /BNAs.	Any physical loading by OEM required commercial approval from Bank's end, need mutual discussion as OEM may request for build creation charges	RFP CLAUSE STANDS, Selected Bidder to coordinate with ATM/BNA OEM, bear the charges to install the required software / Agents in in all the ATMS /BNAs.
79	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No.24 The selected bidder has to make arrangement to establish their hardware & software in Bank premises & pull EJ through onsite resources provided by the bidder at Bank OR establish direct point-to-point connectivity with Bank's datacenter to connect with ATMs & pull the EJ from remote. After pulling the EJ from ATMs/ Recyclers the same shall be uploaded to Bank's server in the location and format specified by the Bank.	Any other Major software/hardware component requires attracts additional costs to bidder, need mutual discussion for compliance	Bidder has to comply RFP terms and Condition.
80	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No.25 Cost of rolling out & installation of the software/ agent which is required to be installed in the ATMs / Recyclers, if any, shall be borne by the selected bidder.	Installation done by OEM , Requires additional costs to OEM	Bidder has to comply RFP terms and Condition.
81	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No.26 The selected bidder shall provide the software/ agent which should be compatible with all existing terminal makes of the Bank and also shall ensure to provide software / agent as and when Bank procures any terminal of a new make in future.	Agent compatible with all make of Terminal except Vortex	Bidder has to comply RFP terms and Condition.
82	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No.27 The selected bidder shall provide support for testing and integration of agent/software upon any OS/ghost upgrade/ procurement of new Make of hardware without any additional cost to the bank	Testing requires attracts additional costs to OEM/MSP/FSS	Bidder has to comply RFP terms and Condition.

83	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No.29 The Bank is not responsible for any assumption made by the bidder with respect to the sizing of hardware, network etc. In the event the sizing proposed by the successful bidder does not meet the performance / service levels of the Bank, the successful bidder will at their cost carry out the necessary upgrades / replacements. The Bank has the right to deduct / recover from the successful bidder the required additional expenses which Bank may incur on account of such upgrades / replacements.	Standard assumption and current hardware compliances consider. Any new guidelines which required Software/Hardware upgrade which required commercial approval from the Bank , need to consider mutually.	Bidder has to comply RFP terms and Condition.
84	Annexure- 4	Pre-Qualification Criteria Sl. No.4 The bidder should have positive Net Worth as on 31/03/2022 and also should have not eroded by more than 30% in the last three financial years	Request the bank to only consider positive net worth for the last 3 financial years and exclude the clause of variance in the same.	Bidder has to comply RFP terms and Condition.
85	Annexure-9	Bill of Material: The price quoted shall be including applicable taxes i.e., GST. GST will be paid on actuals.	Requesting Bank to share the GeM assistance for more clarity and understanding.	Bidder has to comply RFP terms and Condition.
86	Annexure- 9	Bill of Material: *Note: The selected bidder should be capable of providing services for 15000 end points at any point of time during the contract period with the same cost.	The bank to clarify on this clause and the services for any extra endpoints should be borne by the bank.	RFP CLAUSE IS SELF EXPLANATORY
87	Annexure-9	Bill of Material: RPA Solution	Requesting Bank to share the details about RPA Solution	Kindly find the attached Amended Bill of material
88	GeM ATC	5. Requirement details 5.2. The term of contract will be for a period of Three (3) years (Extendable by another 2 years by bank) and same can be terminated by bank by giving notice of 3 months at the sole discretion of the bank after completion of one year from the start date of contract.	Bidder requests that any termination under the agreement be only for cause with a sufficient cure period and hence requests the deletion of these clauses on termination for convenience as the Bidder needs to invest Capex for this project.	Bidder has to comply RFP terms and Condition.
89	GeM ATC	44. Order Cancellation/Termination of Contract 44.3. Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.	Bidder requests that any termination under the agreement be only for cause with a sufficient cure period and hence requests the deletion of these clauses on termination for convenience as the Bidder needs to invest Capex for this project.	Bidder has to comply RFP terms and Condition.
90	GeM ATC	8. Pre-Qualification Criteria 8.3. Canara Bank, reserves the right to verify/evaluate the claims made by the bidder independently and seek further clarifications without any limitation for verification/evaluation of claims. Any deliberate misrepresentation will entail rejection of the offer.	Bidder requests that any termination under the agreement be only for cause with a sufficient cure period and hence requests the deletion of these clauses on termination for convenience as the Bidder needs to invest Capex for this project.	Bidder has to comply RFP terms and Condition.
91	GeM ATC	57. Confidentiality and Non-Disclosure	Bidder clarifies that the proposal to be submitted by the Bidder would contain confidential and proprietary information of the Bidder. Hence, the Bidder requests the Bank to make the Confidentiality and Non-Disclosure on mutual.	Bidder has to comply RFP terms and Condition.



92	GeM ATC	<p>58. Indemnity 58.2. 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 Solution/Service supplied by them. 58.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.</p>	<p>Bidder requests the Bank to limit the indemnity period to survive till the termination of the contract.</p>	<p>Bidder has to comply RFP terms and Condition.</p>
93	GeM ATC	<p>Bidder would like to request the Bank to add the Limitation of Liability clause to ensure that the Bidder's direct liability under this contract is limited and indirect liabilities are excluded.</p>	<p>Notwithstanding anything contained in this GeM Bid or in any other document:</p> <p>a) Under no circumstances shall either Party be liable to the other Party for indirect, incidental, consequential, special or exemplary damages arising out of this contract.</p> <p>b) In no event will Bidder's aggregate liability to the Bank or any other person under this Contract exceed the charges paid by the Bank to Bidder under this contract for the 3 (three) months preceding the date on which the relevant claim arose.</p>	<p>Bidder has to comply RFP terms and Condition.</p>
94	Annexure-1	<p>Scope of Work and Technical Requirements A. Customer level SI. No.5 Back up of one-year data to be kept in the server and every year the back up to be scheduled to take the EJs in server.</p>	<p>We would request bank to modify the clause as - Back up of 6 Months data to be kept in the server and every year the back up to be scheduled to take the EJs in server.</p>	<p>Bidder has to comply RFP terms and Condition.</p>
95	Annexure-1	<p>Scope of Work and Technical Requirements A. Customer level SI. No.10 Other than penalty, if any loss on bank due to non-availability of EJ to be borne by the EJ pulling vendor.</p>	<p>We would request bank to modify the clause as - Other than penalty, if any loss on bank due to non-availability of EJ (subjected to the scope of the bidder) to be borne by the EJ pulling vendor.</p>	<p>Bidder has to comply RFP terms and Condition.</p>
96	Annexure-1	<p>Scope of Work and Technical Requirements A. Customer level SI. No.11 Bank will levy a penalty of INR100/- per instance per day in case of nonuploading of EJ within T+1 days (on or before 6:00 am) from the date of transaction, and/or uploaded file not having 100% transactions and/or EJ disabled and EJ disconnected cases not resolved within T+2 days after logging a call with the ATM Vendor.</p>	<p>We would request bank to modify the clause as - Bank will levy a penalty (subjected to the scope of the bidder) of INR100/- per instance per day in case of non- uploading of EJ within T+1 days (on or before 6:00 am) from the date of transaction, and/or uploaded file not having 100% transactions and/or EJ disabled and EJ disconnected cases not resolved within T+2 days after logging a call with the ATM Vendor.</p>	<p>Bidder has to comply RFP terms and Condition.</p>
97	Annexure-1	<p>Scope of Work and Technical Requirements A. Customer level SI. No.16 Upload of EJ as per Bank's requirement.</p>	<p>We would request bank to specify the Bank's Requirement</p>	<p>EJS WILL BE UPLOADED TO SFTP, ADDITIONAL DETAILS WILL BE SHARED WITH THE SUCCESSFUL BIDDER</p>

98	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No. 19 The vendor has to provide support for pulling of Files such as Screens, Executable files etc..	We would request bank to clarify whether the requirement is to pull the files like screens / executable files from the terminals.	YES, Bidder has to comply RFP terms and Condition.
99	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No. 23 The selected bidder has to install the required software for Agents in coordination with ATM/BNA OEM in all the ATMS /BNAs.	We would request bank to modify the clause as - The selected bidder will provide required support to install the software for Agents to the ATM/BNA OEM.	Bidder has to comply RFP terms and Condition.
100	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No. 25 Cost of rolling out & installation of the software/ agent which is required to be installed in the ATMs / Recyclers, if any, shall be borne by the selected bidder.	We would request bank to modify the clause as - Cost of rolling out & installation of the software/ agent which is required to be installed in the ATMs / Recyclers, if any, shall be borne by the selected bidder at mutually agreed cost.	Bidder has to comply RFP terms and Condition.
101	Annexure-1	Scope of Work and Technical Requirements A. Customer level Sl. No. 27 The selected bidder shall provide support for testing and integration of agent/software upon any OS/ghost upgrade/ procurement of new Make of hardware without any additional cost to the bank	We would request bank to modify the clause as - The selected bidder shall provide support for testing and integration of agent/software upon any OS/ghost upgrade/ procurement of new Make of ATM/BNA at a mutually agreed cost to the bank.	Bidder has to comply RFP terms and Condition.

Date: 21/02/2023

Place: Bangalore


Deputy General Manager


