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प्रधान कार्यालय : बेंगलुरु / Head Office : Bengaluru अधिप्राप्ति एवं विक्रेता भुगतान अनुभाग - डिजिटल बैंकिंग सेवा शाखा Procurement & Vendor Payments Section - Digital Banking Services Wing

Amendment / Addendum / Corrigendum - 1 to the RFP-06/DBS/PUK-AMC/2021 dated: 10/12/2021 for Procurement of AMC Services for Self Service Passbook Printing Kiosks & Bar Code Printers.

GEM BID NO: GEM/2021/B/1752211

Sl.	Clause Ref. No.	Amendments				
1.	GeM Portal	Existing Clause:				
		Bid End Date/Time	04-01-2022 15:00:00			
		Bid End Date/Time	07-01-2022 15:00:00			
2.	GeM Portal					
	· .	Bid Opening Date/Time	04-01-2022 15:30:00			
	Replace with:					
		Bid Opening Date/Time	07-01-2022 15:30:00			
3.	Page No 3	Existing Clause:				
	Bid Control Sheet	t Contract Period 2 Years				
		Replace With:				
		Contract Period	1 Year, Extendable up to further 1 year			

Sl.	Clause Ref. No.	Amendments
4.	Page No 7	Existing Clause:
	Clause 3	This Request for Proposal (RFP) has been issued by the Bank for Procurement of AMC Services for 1050^ Nos of Self Service Passbook Printing Kiosks & Bar Code Printers for a period of 2 Years.
		Replace With:
		This Request for Proposal (RFP) has been issued by the Bank for Procurement of AMC Services for 1050^ Nos of Self Service Passbook Printing Kiosks & Bar Code Printers for a period of 1 Year, Extendable up to further 1 year.
		Note: Only a part of Clause No 3 as mentioned above, have been modified. Rest of the clause shall remain the same.
5.	Page No 19	Existing Clause:
	Clause 33	The Agreement/ SLA shall be valid for the period of Two (02) years. The Bank reserves the right to terminate the Agreement as per the terms of RFP.
		Replace With:
		The Agreement/ SLA shall be valid for the period of One (01) year. In case of extension of Agreement/SLA, addendum to the agreement shall be executed between the Bank and the Vendor. The Bank reserves the right to terminate the Agreement as per the terms of RFP.
6.	Page No 20	Existing Clause:
	Clause 37.2	The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the consumables & supplies under AMC services to the location where installation is to be done or service is to be provided. The Bank would only provide necessary letters for enabling procurement of the same.
		Replace With:
		The vendor will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the consumables & supplies under AMC services (in case the same is being procured by the Bank through the Vendor) to the location where installation is to be done or service is to be provided. The Bank would only provide necessary letters for enabling procurement of the same.



Sl.	Clause Ref. No.	Amendments
7.	Page 26	Existing Clause:
	Clause 50.2	Prices quoted should be inclusive of all incidental services (transportation, road permit etc.) and all taxes, except GST. GST shall be payable by the Bank extra, on actual basis.
		Replace With:
		Prices quoted should be inclusive of all taxes including GST.
8.	Page No 42	Existing Clause:
	Clause 1.3	First Line Maintenance Services: First Line Maintenance Services include-
		Cleaning of all exterior surfaces of the machines under the agreement;
		 Replenishment of consumable items including receipt paper, printer paper, inking kits, ink jet cartridges and printer ribbons.
		Replace With:
		First Line Maintenance Services: First Line Maintenance Services include-
		Cleaning of all exterior surfaces of the machines under the agreement;
	-	 Replenishment of consumable items including receipt paper, printer paper, inking kits, ink jet cartridges and printer ribbons. Cost of the consumables shall be borne by the Bank.
9.	Page No 47	Existing Clause:
	Clause 8.4	All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during AMC shall be provided by the Vendor at no extra cost to the Bank for completing the scope of work as per this contract.
		Replace With:
		All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during AMC shall be provided by the Vendor at no extra cost to the Bank for completing the scope of work as per this contract. However, the cost of Consumables shall be borne by the Bank.

SI.	Clause Ref. No.		Amendments					
10.	Page No 50 Appendix-5 Commercial Bid	The com	The commercial bid is revised as per Annexure					
11.	Page No 51	Existing	Clause:					
	Appendix-6	Sr. No	Details	Payment Terms				
	Payment Terms	1	AMC Services for Self Service Passbook Printing Kiosks & Bar Code Printers for 2 years as per the Scope of Work mentioned in this RFP					
		Replace						
		Sr. No Details Payment						
	·	1	AMC Services for Self Service Passbook Printing Kiosks & Bar Code Printers for 1 Year as per the Scope of Work mentioned in this RFP	Payment will be made Quarterly in arrears				
			nly the table given in Appendix-6 as mentioned above, have bee he same.	n modified. Rest of the Appendix shall				
12.	Page No 29 Clause 60	Existing Clause: The Selected bidder shall start the AMC services within 4 weeks from the date of acceptance of Purchase Order.						
		Replace With: The Selected bidder shall start the AMC services within 6 weeks from the date of acceptance of Purchase Order.						



Sl.	Clause Ref. No.	Amendments				
13.	Page No 29	Following Clause is being added as Clause No 61 at Page No 29:				
		61. Adoption of Integrity Pact				
		Canara Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:				
		i. Promise on the part of the principal not to seek or aii. Principal to treat all bidders with equity and reason				
		iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.				
		v. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.				
		vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.				
		vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.				
	·	Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Appendix-23 for strict compliance.				
		The Independent External Monitors (IEMs) have been appointed by Canara Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.				
		All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with the Department undertaken procurement at the address mentioned along with RFP document. The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:				
		Sri. Rakesh Jain Sri. D R S Chaudhary				
		Email:rakeshjain18@hotmail.com	Email: dilip.chaudhary@gmail.com			

Sl.	Clause Ref. No.	Amendments
14.	Page No 43 Clause 2.4	Existing Clause: The Vendor shall provide changes and upgrades with regard to changes in statutory requirements to the Bank at free of cost and implement functionality changes as required by the Bank during the AMC period.
,		Replace With: The Vendor shall provide changes and upgrades with regard to changes in statutory requirements to the Bank at free of cost and implement functionality changes as required by the Bank during the AMC period. Visit charges wherever required shall be paid on mutually agreed rates.
15.	Page No 44 Clause 2.13	Existing Clause: If during the AMC period, any hardware and/or software items fails on four or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior new hardware items by the Vendor at no additional cost to the Bank.
		Replace With: If during the AMC period, any hardware and/or software items supplied by the AMC Vendor fails on four or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior new hardware items by the Vendor at no additional cost to the Bank.
16.	Page No 44 Clause 2.16	Existing Clause: At present PBK & BCP are used for updating passbooks of customers of Canara Bank with BAR CODE printed on the passbooks. If there is any change by the Government/Regulator during AMC, appropriate changes shall be done in the software and co-ordinate/interface with Bank's Core Banking Solution (CBS), at mutually agreed.
		Replace With: At present PBK & BCP are used for updating passbooks of customers of Canara Bank with BAR CODE printed on the passbooks. If there is any change by the Government/Regulator during AMC, appropriate changes shall be done in the software and co-ordinate/interface with Bank"s Core Banking Solution (CBS), at mutually agreed terms.



Sl.	Clause Ref. No.	Amendments
17.	Page No 48 Clause 9.10	Existing Clause: The Vendor shall provide Quarterly Preventive Maintenance reports containing the date of PM done and system generated quarterly uptime reports while claiming quarterly AMC payments during AMC period along with invoice for which claim is made. Replace With: The Vendor shall provide Quarterly Preventive Maintenance reports (in original) containing the date of PM done duly signed and stamped by Branch Officials and system generated quarterly uptime reports while claiming quarterly AMC payments during AMC period along with invoice for which claim is made.
18.	-	All Declarations/Forms/Formats/Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted both Online (Scan Copy) on GeM Portal and Offline (Physical Copy) in the tender box by the bidder before bid submission timeline. All other documents asked in the RFP shall be submitted Online (Scan Copy) on GeM Portal. Physical Copy as mentioned above, shall be submitted at: Canara Bank, Digital Banking Services Wing, 2 nd Floor, Devanga Tower, No:35 KG Road, Bengaluru -560 009
19.	- -	Bidders to note the following points: 1. Cost of Spare Parts (if replacement is warranted) and Consumables shall be borne by the Bank at mutually agreed rates. 2. Presently, all PUKs are having Linux Operating System. The Scope of services also includes changing the operating system to Windows 10. 3. Bidders shall replace their application by removing the existing application running on the Kiosk. However, the replaced application provided by the vendor shall be compatible with the existing Barcode standard. 4. Bidder's application should be Windows 10 based. 5. Bidder shall factor for loading their own licensed application software with latest Operating System and ensure working of the same with Bank's Core Banking Solution (CBS).

Sl.	Clause Ref. No.	Amendments
20.	-	Bank's reply to Pre-Bid Queries is attached as Annexure. Description as per RFP mentioned in Column No 5 of the Table is indicative Only. Refer respective RFP Clause for exact Description.

Place: Bengaluru

Date: 22-12-2021

P THAKUR NAIK DEPUTY GENERAL MANAGER

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प्रधान कार्यालय : बेंगलुरु / Head Office : Bengaluru अधिप्राप्ति एवं विक्रेता भुगतान अनुभाग - डिजिटल बैंकिंग सेवा शाखा Procurement & Vendor Payments Section - Digital Banking Services Wing

Appendix-5

Commercial Bid (REVISED)

[TO BE SUBMITTED **ONLINE ONLY** AS PER GEM GUIDELINES]

Sr. No	Description	No of Passbook Printing Kiosks + Barcode Printers	Unit	Total No of Months	Unit Rate (Inclusive of GST)	Total Cost of Ownership for 1 Year (Inclusive of GST)
		Α		В	C .	D=A*B*C
1	AMC Services for Self Service Passbook Printing Kiosks & Bar Code Printers for 1 year as per the Scope of Work mentioned in this RFP	1050	Rupees Per Unit Per Month	12		

Terms & Conditions:

- (i) Lowest Bidder (L1) will be determined on the, i.e. Total Cost of Ownership for 1 Year as per Column D of above table.
- (ii) The prices quoted should be inclusive of all taxes including GST.
- (iii) Please note that any Commercial Offer which is conditional and/ or qualified or subjected to suggestions will be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so, such offer will be summarily rejected.

The table mentioned above is for ready reference of the bidder. The bidder shall arrive at the final TCO as per the formula mentioned in the table above and submit the final TCO only in the GeM Portal while submitting the price bid.

Bidder shall NOT submit Commercial Bid elsewhere except in Price Bid Submission form of GeM Portal. Commercial bid submitted along with other documents shall result in the disqualification of the Bid without prejudice to other rights and remedies available to the Bank as per the Terms & Conditions of the RFP.



Appendix-23

PRE CONTRACT INTEGRITY PACT (This has to be submitted in the non-judicial Stamp Paper)

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1.1	This pre-bid contract Agreement (herein after called the Integrity Pact) is made onday of the2021, between, Canara Bank, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad(hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri(Designation of the officer) representing, of the BUYER, of the FIRST PART
	AND
	M/s represented by Shri Chief Executive Officer/Authorized Signatory (hereinafter called the "BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART
	WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) /engage the services and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to

1.3 WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act. 1970.

offer/has offered the stores/services and

- 1.4 WHERAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in the RFP and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.
- 2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to he entered into with a view to:-



- 2.1 Enabling the BUYER to obtain the desired Stores/ Equipment/ Work/ Service/ Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2 Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shalt not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows: COMMITMENTS OF THE BUYER

- 3. The BUYER commits itself to the following:-
 - 3.1 The BUYER represents that all officials of the BUYER, connected whether directly or the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any immaterial benefit or any other advantage from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 3.2 The BUYER will, during the pre-contract stage, all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/ SELLER/ CONTRACTOR/ SERVICE afford **PROVIDER** which could an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to other the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.
 - 3.3 The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall he debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

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- 4.1 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favor, any material or immaterial benefit or other advantage commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the BUYER.
- 4.3 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- 4.7 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that. could justify BIDDER's exclusion from the tender process.
- 5.2 If the BIDDER/SELLER/CONTRACTOR/ SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT):

Earnest Money Deposit (EMD)/Bank Guarantee in Lieu of EMD:

The requirement for EMD is waived. However, the Bidders are required to note that if they will withdraw or modify their bids during the period of validity etc., they will be suspended for the period of three years from being eligible to submit Bids for contracts with Canara Bank.

7. SANCTIONS FOR VIOLATIONS

- 7.1 Any breach of the provisions herein contained by the BIDDER/ SELLER /CONTRACTOR/ SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-
 - (a) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.
 - (b) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
 - (c) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
 - (d) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.

- (e) To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BID/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- (f) To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (g) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
- (h) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
- (i) Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (j) The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- 7.2 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (x) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 7.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with allowance for

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elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT EXTERNAL MONITORS

- 9.1 The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and issued by Central Vigilance Commission.
- 9.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.
- 9.5 As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.
- 9.6 The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project / Procurement documentation of the BUYER including that provided by the BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender being /has been submitted BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The applicable same is to The Monitors shall be under contractual obligation to treat the Subcontractors. information and documents of the BIDDER/Subcontractors () with confidentiality.
- 9.7 The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.
- 9.8 The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/ BIDDER/ SELLER/ CONTRACTOR/ SERVICE PROVIDER and submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of statement on the purpose of statement of the purpose of statem

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11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Bangalore.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

- 13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 13.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact a	nton
BUYER	BIDDER
Name of the Officer SIGNATORY Designation Name of Wing Canara Bank	CHIEF EXECUTIVE OFFICER/ AUTHORISED
Witness	Witness
1)	1)
2)	2)





্টি ২০৫ইণ্ডের মিভিकेट Syndicate । प्रधान कार्यालय : बेंगलुरु / Head Office : Bengaluru अधिप्राप्ति एवं विक्रेता भुगतान अनुभाग - डिजिटल बैंकिंग सेवा शाखा Procurement & Vendor Payments Section - Digital Banking Services Wing

Reply to Pre-Bid Queries

Sl.No [1]	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
1	Appendix- 4	42	1.2	Authorized Services: Remedial Maintenance Services and/or Preventive Maintenance Services carried out by the Vendor for Bank on the PBKs & BCPs under contract and during the Principal Period of Maintenance as per the Agreement. Authorized Services majorly include- Replacement of all defective components and spares for PBKs & BCPs on mutually agreed rates. Loading of Application Software, Changing of IP address as required from time to time.	Need more clarity on loading of application software (existing or new procure).	It is further clarified that, bidder shall factor for loading their own licensed application software with latest Operating System and ensure working of the same with Bank's Core Banking Solution (CBS).
2	Appendix- 4	42	1.3	1.3 First Line Maintenance Services: First Line Maintenance Services include- Cleaning of all exterior surfaces of the machines under the agreement; Replenishment of consumable items including receipt paper, printer paper, inking kits, ink jet cartridges and printer ribbons.	,	It is clarified that cost of consumables shall be borne by the Bank at mutually agreed rates.
. 3	Appendix- 6	51	NA ·	Payment Terms :-Payment will be made Quarterly in arrears	Request you to kindly consider on release of payment as Quarterly in advance.	No Change. Bidder to comply to the RFP Clause.

Sl.No	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
4	Appendix- 4	43	2.3	Any software support like update/enhancement/software upgrade etc. as defined below released during Annual Maintenance shall be supplied, installed and commissioned free of cost by the vendor. However, any such software support like update/ enhancement/upgrade shall be communicated to the Bank by the vendor within a period of one month from the date of release. The Bank reserves the right to procure the update/enhancement/ System software upgrade at an extra cost, if the software is not under AMC.	Operating System: Windows 7 (Embedded) is outdated os. Hence request you to kindly change the clause for update/upgrade software "except windows os"	It is further clarified that, bidder shall factor for loading their own licensed application software with latest Operating System (Windows 10) and ensure working of the same with Bank's Core Banking Solution (CBS).
5	NA	29	59	Configuration of Machines - The brief configuration of the Passbook Update Machines and Barcode Printers is as below:	There are two types of configurations mentioned and request bank to specify the kiosks to be taken over are in which combination.	It is Clarified that, Bidders shall replace their application by removing the existing application running on the Kiosk. It is further clarified that, bidder's application should be Windows 10 based.
6	NA	29	60	Implementation Schedule/Timeline - The Selected bidder shall start the AMC services within 4 weeks from the date of acceptance of Purchase Order.	As these are old kiosks and not aware of working condition of each kiosk we need to inspect the kiosks first on the hardware front and any spare requirement we need to change and then only we can install the software for integration. Request for bank to clarify whether any hardware need to be repaired bank will pay	The clause is Modified as below: The Selected bidder shall start the AMC services within 6 weeks from the date of acceptance of Purchase Order.

Sl.No	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
					for the same on actuals as per muttual agreed rates and also request bank to provide at least 8 weeks to start the AMC services considering the above mentioned facts.	
7	Appendix- 4	42	1.3	First Line Maintenance Services: First Line Maintenance Services include- Cleaning of all exterior surfaces of the machines under the agreement; Replenishment of consumable items including receipt paper, printer paper,inking kits, ink jet cartridges and printer ribbons.	Request bank reconfirm that these things will be done during normal service calls or while doing the PM. There is no separate call for the same. Also replenishment of consumable will not be in the scope of bidder normally and it will be on chargable basis if it is done other than in service calls or during the PM. Bank need to confirm on the same	It is clarified that cost of consumables shall be borne by the Bank at mutually agreed rates.
8	Appendix- 4	42	1.4	Other Services: Any act(s) performed by the Vendor for or on behalf of the Bank that are not Authorized Services.	Request bank to elobarate this point as we could not able to understand	The clause is Self Explanatory.



Sl.No [1]	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
9	Appendix- 4	43	2.2	Vendor shall communicate any engineering changes/ upgradations applicable to the Hardware to Bank within a period of one month from the date of release/observation. It shall be installed and commissioned by the vendor. The Bank reserves the right to procure the update/enhancement/system software upgrade and at an extra cost, if the software is not under AMC.	Request bank to explain this clause elobarately, whether any hardware changes / software changes needed to be inspected after releasing the PO? in fact the same should be done at the first place.	No Change. Bidder to Comply to the RFP Clause.
10	Appendix-	44	2.12	During AMC period, the Bank may, by notice of not less than 30 days in writing to the Vendor modify or delete either any location or all location, either partial items or all items of the contract.	Request bank to elobrate this point	The Clause is Self Explanatory. Bidder to comply to the RFP Clause.
11	Appendix- 4	44	2.13	If during the AMC period, any hardware and/or software items fails on four or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior new hardware items by the Vendor at no additional cost to the Bank.	Request bank to remove this clause as bidder has not supplied any spares and taking only AMC services. It can be modified by the bank if any spares changed by bidder on mutually agreed rates and if such spares are failed due to wear & tear terms or attributes to reaons soley on bidder the same can be replaced at free of cost, even if such spares are fails for the reasons attributed to bank then it will be changed on chargable basis.	The Clause is Modified as below: If during the AMC period, any hardware and/or software items supplied by the AMC Vendor fails on four or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior new hardware items by the Vendor at no additional cost to the Bank.

Sl.No [1]	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
12	Appendix- 4	46	5.1	General procedure relating to Authorized Services - The Bank shall place all Service Requests to Vendor"s nearest Service Location	As per point no 3.3 Bank need to follow call logging process (centralised call logging system) for any service issues and not to place to the nearest service location directly, hence request bank to remove this clause.	No Change. The detailed SOP shall be shared with the selected bidder.
13	Appendix- 4	48	9.1	The Vendor shall guarantee an uptime of 98% for each Passbook Update Kiosk & Barcode Printer during the period of contract, which shall be calculated on MONTHLY basis.	Normally uptime will be for over all performance of kiosks handled by bidder and not for each kiosk as it is not practically not vaiable and normally it uptime will be calculated on quaterly basis. These are all old kiosks, hence request bank to consider the same and remove uptime of each kiosk and on monthly basis.	No Change. Bidder to comply to the RFP Clause.
14	Appendix- 4	48	9.7	If the Vendor fails to maintain guaranteed uptime of 98%, for each location, the Bank shall impose penalty as of Rs.500/- per month per location for every 1% decrease in the uptime. However, maximum penalty to be imposed shall be CAPPED at 25% of AMC amount payable per quarter per location	As these are old kioks and we are taking only AMC services request not to put any penalty clause on the bidder. Normally uptime is calculated on quaterly basis (considering quarterly AMC charges & PM) and request bank to consider the same instead of montly basis.	No Change. Bidder to comply to the RFP Clause.

Sl.No [1]	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
15	Appendix- 4	48	9.9	The above penalty shall be applied for each location separately and shall be deducted from the payment due to the vendor under this or any other contract with the Bank.	As these are old kioks and we are taking only AMC services request not to put any penalty clause on the bidder. Also uptime need to be considered over all and not for each location	No Change. Bidder to Comply to the RFP Clause.
16	Appendix- 4	49	9.11	LD for downtime will be calculated and collected every quarter based on system generated reports provided by the vendor deducting from AMC payment for respective quarter and difference, if any with the hard copy, will be recovered/adjusted during last quarter AMC payment.	As these are old kioks and we are taking only AMC services request not to put any penalty clause on the bidder.	No Change. Bidder to comply to the RFP Clause.
17	Appendix- 6	51	(ii)	Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof, as per SLA. All payments shall be made in Indian Rupees.	Requested bank to consider 10 days from the date of submission of bill as payment is being made in arrears	No Change. Bidder to comply to the RFP Clause.
18	Appendix- 6	51	(iv) & (v)	(iv) The vendor has to submit the invoices within 1st Week of every succeeding month when payment comes due along with the uptime report and supporting documents. (v) The bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.	Request bank to provide the payment process to be followed and also confirm whether bill will be submitted to centrally for the payment.	The Clause is Self Explanatory. It is further clarified that payment shall be made centrally.

Sl.No	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
19	NA	29	59	The brief configuration of the Passbook Update Machines and Barcode Printers is as	in specification its mentioned configuration 1 and config 2, how to apprehend it, is it like bank is having 2 different combination of kiosk mentioned as per specification	It is Clarified that, Bidders shall replace their application by removing the existing application running on the Kiosk. It is further clarified that, bidder's application should be Windows 10 based.
20	NA	NA	NA	general	we assume while taking over kiosk during inspection if spare part is required then bank will bare the cost of spare replacement	It is clarified that, spare parts to be replaced (if any) during the contract period and cost of consumables shall be borne by the Bank.
21	NA	29	60	The Selected bidder shall start the AMC services within 4 weeks from the date of acceptance of Purchase Order.	4 weeks is too less we need minimum 8 weeks of timeline	The clause is Modified as below: The Selected bidder shall start the AMC services within 6 weeks from the date of acceptance of Purchase Order.
22	Appendix- 4	47	8.4	All tools, tackles, testing instruments, consumables, vehicles, etc., as required during all operations such as transport, installation, testing, commissioning maintenance during AMC shall be provided by the Vendor at no extra cost to the Bank for completing the scope of work as per this contract.	during AMC bank has to pay for the Consumables we have our portal through which bank can indent . Consumables cannot be given free of cost	Please refer the Amendment.
23	Appendix-	48	9.1	The Vendor shall guarantee an uptime of 98% for each Passbook Update Kiosk & Barcode Printer during the period of contract, which shall be calculated on MONTHLY basis.	how many years old kiosk are these? 98 % uptime for old kiosk is quite unrealistic kindly reduce it to minimum 92-95%	No Change. Bidder to comply to the RFP Clause.

Sl.No	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
24	Appendix- 4	48	9.7	If the Vendor fails to maintain guaranteed uptime of 98%, for each location, the Bank shall impose penalty as of Rs.500/- per month per location for every 1% decrease in the uptime. However, maximum penalty to be imposed shall be CAPPED at 25% of AMC amount payable per quarter per location.	for each location 98% difficult to achieve , requesting bank to reduce it as 95 % overall uptime	No Change. Bidder to comply to the RFP Clause.
25	NA	NA	NA	General	whether bidder to provide the application & rmms or bank is already having application software?	It is clarified that, bidder shall provide their own application
26	NA	29	59	Application :Forbes Application	whether bank is bank is helping us to get the forbes sourse code if we have to use forbes application	It is Clarified that, Bidders shall replace their application by removing the existing application running on the Kiosk. It is further clarified that, bidder's application should be Windows 10 based.
27	NA	29	59	Application :Forbes Application	what are the functionality of forbes application , kindly provide the integartion details , touch points that's used in the application	It is Clarified that, Bidders shall replace their application by removing the existing application running on the Kiosk. It is further clarified that, bidder's application should be Windows 10 based.
28	NA	29	59	Application : Forbes Application	Is there any open issue in the application if yes kindly provide the details	It is Clarified that, Bidders shall replace their application by removing the existing application running on the Kiosk. It is further clarified that, bidder's application should be Windows 10 based.

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SI.No	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
29	NA	29	59	Application :Forbes Application	kindly share the existing software architecture, is it having High avilablity structure if yes is it having auto switching facility, information related to DC/DR.	replace their application by removing the existing application running on the Kiosk. It is further clarified that, bidder's
30	NA	NA	NA	General	does bank is having RMMS(remote monitoring), if yes kindly share the report /MIS structure	Details shall be provided to the selected bidder.
31	NA	29	59	- Operating System Windows 7 (Embedded)	if windows to be upgraded to higher version , does bank going to take ownwrship?	The Clause is Self Explanatory. It is further clarified that, all licenses required to meet the Scope of this RFP shall be in Bank's name.
32	NA	NA	NA	General	is the current application connected through middleware if yes who is the owner forbes or bank	Details shall be provided to the selected bidder.
33	NA	NA	NA	General	which data base is used by bank for current application?	It is clarified that, bidder has to develop there own application as per the Scope of this RFP.

Sl.No -[-1]	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
34	, NA	NA	NA	General	if any issue occures in forbes application, and bank wants to repalce it with our application and Remote monitoring software, does bank ready to bare the software & integration cost	
35	NA	NA	NA	General	does all the thirdarty supporting application if any ,is owned by bank?	It is clarified that, bidder has to develop their own application as per the Scope of this RFP.
36	NA	7	2 (k)	"The Equipment / Passbook Update Machine / Passbook Update Kiosk/ Barcode Printer/ Product" means all the hardware, it's all components, peripheral apparatus, associated software/ firmware/ operating software, Software Agent(s).	A solution should be provided to print the Bar code from the individual terminals at branches or other centralized solution i.e. Barcode Printing Application the printing .exe should be placed. We request Bank to provide the API/ message format for this integration and also provide the detailed software requirement to developed the kiosk application and BCP application.	The Clause is Self Explanatory. Bidder to comply to the RFP Clause. However, the replaced application provided by the vendor shall be compatible with the existing barcode standard.

Sl.No [1]	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
37	NA	7	2 (l)	l) "Support Services" means those services ancillaries to the Passbook Update Machine/Kiosk, maintenance, central helpdesk & management centre, its support, minor interfaces, troubleshooting and other such obligations.	the following from the shortlisted bidder and commercial for the same to be also considered under the AMC charges? 1. Development and implementation of the Linux based kiosk application.	per the Scope of this RFP. Bidders shall replace their application by removing the existing application running on the Kiosk. It is further clarified that, bidder's application should be Windows 10 based. The bidder shall factor for loading their own licensed application software with latest Operating System (Windows 10) and ensure working

Sl.No	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
38	NA	16	26.5	Bidder shall provide and implement patches/upgrades/updates for products (Software/Firmware/OS/hardware/software/Operating System / Middleware etc) as and when released by the OEM or as per requirements of the Bank without any additional cost. Bidder should bring to notice of the Bank all releases/version changes.	We understand that bidder has to provide the kiosk application, middleware, RMMS application, integration with the bank's CBS and RMMS resource to manage the deployed kiosk at the bank. Please clarify our understating.	It is clarified that, bidder has to develop their own application as per the Scope of this RFP. Bidders shall replace their application by removing the existing application running on the Kiosk. It is further clarified that, bidder's application should be Windows 10 based. The bidder shall factor for loading their own licensed application software with latest Operating System (Windows 10) and ensure working of the same with Bank's Core Banking Solution (CBS).
39	NA	16	26.6	Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System/OS/firmware/Middleware etc. in case the Bank chooses not to upgrade to latest version.	Required detailed clarifications	Details shall be provided to the selected bidder.
40	NA	18	31.1	As per scope of the RFP, subcontracting is not permitted. However, if certain works require subcontracting to meet the intent of the RFP, the successful bidder shall obtain specific written permission from the Bank. Bank at its own discretion may permit or deny the same.	bidder to use their authorized Channel partner/Freelance Engineer	No Change. Bidder to comply to the RFP Clause.



Sl.No	Appendix No	Page No	Clause No.	Description as per RFP (Indicative) [Refer RfP for exact Description]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification
L - J	[2]	[3]	[4]	[5]		[7]
41	NA	22	40	Liquidated Damages: If the vendor fails in providing the services, as per the terms and requirements specified in this RFP, Bank will charge penalty @ 1% of the per month cost of AMC Services of Such Self Service Passbook Update Kiosks & Barcode Printers per week or part thereof for which services are not being provided by the vendor as per the terms and requirements specified in the RFP, subject to a maximum of the 10% of the overall order value. This penalty is in addition to other applicable penalties	We request bank that the total Penalty/LD to be recovered Bank will charge penalty @ 0.5% of the per month cost of AMC Services of Such Self Service Passbook Update Kiosks & Barcode Printers per week or part thereof for which services are not being provided by the vendor as per the terms and requirements specified in the RFP, subject to a maximum of the 5% of the AMC value of that particular kiosk. We request bank to kindly amend the clause as all penalties put together of this project should not be more 5% (Plus GST) of the invoice value branch / location wise.	No Change. Bidde to comply to the RFP Clause.
42	NA	24	43	Termination of contract	We request bank to please allow bidder can also terminate the contract with the appropriate reason and by giving 60 days notice period.	the RFP Clause.
43	NA	29	60	Implementation Schedule/Timeline: The Selected bidder shall start the AMC services within 4 weeks from the date of acceptance of Purchase Order.	Please clarify, Bidder has to provide the complete application software within the 30 days of acceptance of P.O. if yes then we request, please provide minimum 45	The Selected bidder shall start the AMC services within 6 weeks from the date of acceptance of

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Sl.No	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
					days and bank will provide all desired sign off and integration support to release software for the production.	
44	Appendix- 4	4 <u>2</u>	1.2	Authorized Services: Remedial Maintenance Services and/or Preventive Maintenance Services carried out by the Vendor for Bank on the PBKs & BCPs under contract and during the Principal Period of Maintenance as per the Agreement. Authorized Services majorly include- • Replacement of all defective components and spares for PBKs & BCPs on mutually agreed rates.	We understand that AMC is non-comprehensive and price for the spares and consumables will be mutually agreed with the bank. Please clarify our understanding.	It is clarified that, spare parts to be replaced (if any) during the contract period and cost of consumables shall be borne by the Bank.
45	Appendix- 4	42	1.2	Authorized Services: Remedial Maintenance Services and/or Preventive Maintenance Services carried out by the Vendor for Bank on the PBKs & BCPs under contract and during the Principal Period of Maintenance as per the Agreement. Authorized Services majorly include. • Loading of Application Software, Changing of IP address as required from time to time.	Request bank to confirm on providing an existing software setup or handover of code for maintenance. Or replacement of existing code with new code on chargeable basis.	It is further clarified that, bidder shall factor for loading their own licensed application software with latest Operating System (Windows 10) and ensure working of the same with Bank's Core Banking Solution (CBS).
46	Appendix- 4	42	1.3	First Line Maintenance Services: First Line Maintenance Services include-Cleaning of all exterior surfaces of the machines under the agreement; Replenishment of consumable items including receipt paper, printer paper, inking kits, ink jet cartridges and printer ribbons.	printer ribbons. We recommend that these replenishment of the consumables should be done by the branches. As tis is as	It is clarified that cost of consumables shall be borne by the Bank at mutually agreed rates.

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Sl.No [1]	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions	Bank's Response/Remarks/Clarification [7]
,			<u> </u>		regular practise and requirement of the project. We will provide the Consumables items to Bank if it is approved by Bank	
47	Appendix-	43	2.3	Any software support like update/enhancement/software upgrade etc. as defined below released during Annual Maintenance shall be supplied, installed and commissioned free of cost by the vendor. However, any such software support like update/ enhancement/upgrade shall be communicated to the Bank by the vendor within a period of one month from the date of release. The Bank reserves the right to procure the update/enhancement/ System software upgrade at an extra cost, if the software is not under AM	Bank need to share the requirement / scope for supplying new software / enhancement in the system.	It is further clarified that, bidder shall factor for loading their own licensed application software with latest Operating System (Windows 10) and ensure working of the same with Bank's Core Banking Solution (CBS).
48	Appendix- 4	43	2.4	The Vendor shall provide changes and upgrades with regard to changes in statutory requirements to the Bank at free of cost and implement functionality changes as required by the Bank during the AMC period	Bank need to share clear scope on timely basis for same. We request the bank that the visit charges are to be borne by the bank. Any statutory requirements/ changes will be deployed remotely by bank officials or RMMS SPOC. Any additional resources required for remote update or field visit for doing the	changes in statutory requirements to the Bank at free of cost and implement functionality changes as required by the Bank during the AMC period. Visit charges wherever required shall be paid on the status of the

Sl.No _[-1-]	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
					update shall be chargeable on mutually agreed rate.	
49	Appendix- 4	43	2.6	If any configuration changes are required in the PBKs and BCPs, it should be done by the vendor during AMC. However, the Bank will intimate the vendor well in advance for doing such configuration changes. Configuration changes may be done either centrally or remotely. However, if personnel of the vendor are required at the remote place as informed by the Bank, the vendor should arrange the personnel to make such configuration at the respective location. Bank shall bear the one-time visit charges if the IP configuration charges are on account of re-installation, as per agreed price list. However, if the same is synchronized with the PM visit, the vendor shall undertake the activity at no additional cost to the Bank.	We request the bank that the visit charges are to be borne by the bank. Any configuration changes will be deployed remotely by bank officials or RMMS SPOC. Any additional resources required for remote update or field visit for doing the update shall be chargeable on mutually agreed rate.	No Change. Bidder to comply to the RFP Clause.



	Position 1								
Sl.No [1]	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]			
50	Appendix-	44	2,13	If during the AMC period, any hardware and/or software items fails on four or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior new hardware items by the Vendor at no additional cost to the Bank.	We recommend bank that the Items will be replace on chargeable basis, since PBK & BCP are beyond 3 Years	The Clause if Modified as below: If during the AMC period, any hardware and/or software items supplied by the AMC Vendor fails on four or more occasions in a quarter, such hardware items shall be replaced by equivalent / superior new hardware items by the Vendor at no additional cost to the Bank.			
51	Appendix- 4	44	2.16	At present PBK & BCP are used for updating passbooks of customers of Canara Bank with BAR CODE printed on the passbooks. If there is any change by the Government/Regulator during AMC, appropriate changes shall be done in the software and co-ordinate/interface with Bank's Core Banking Solution (CBS), at mutually agreed.	We request bank to please refer the above query to comply with the requirement of the bank.	The Clause is Modified as below: At present PBK & BCP are used for updating passbooks of customers of Canara Bank with BAR CODE printed on the passbooks. If there is any change by the Government/Regulator during AMC, appropriate changes shall be done in the software and co-ordinate/interface with Bank's Core Banking Solution (CBS), at mutually agreed terms.			
52	Appendix-	48	9.1	The Vendor shall guarantee an uptime of 98% for each Passbook Update Kiosk & Barcode Printer during the period of contract, which shall be calculated on MONTHLY basis.	We request bank to consider availability with monthly uptime of 95% and uptime to be calculated on Quarterly basis.	No Change. Bidder to comply to the RFP Clause.			



Sl.No [1]	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
53	Appendix-	48	9.7	If the Vendor fails to maintain guaranteed uptime of 98%, for each location, the Bank shall impose penalty as of Rs.500/- per month per location for every 1% decrease in the uptime. However, maximum penalty to be imposed shall be CAPPED at 25% of AMC amount payable per quarter per location	We request bank to please consider the required uptime of 95% per quarter and consider reducing this penalty to Rs.100/- per Quarter per location. All such penalties may please be covered under service penalties and limited to 5% of the AMC value.	No Change. Bidder to comply to the RFP Clause.
54	Appendix- 4	48	9.8	If the uptime is below 95%, the Bank shall have full right to terminate the contract. The right of termination shall be in addition to the penalty as mentioned above.	We request bank that If the uptime is below 90%, the Bank shall have full right to terminate the contract. The right of termination shall be in addition to the penalty as mentioned above.	No Change. Bidder to comply to the RFP Clause.
55	Appendix-	48	9.10	The Vendor shall provide Quarterly Preventive Maintenance reports containing the date of PM done and system generated quarterly uptime reports while claiming quarterly AMC payments during AMC period along with invoice for which claim is made.		The Clause is modified as below: The Vendor shall provide Quarterly Preventive Maintenance reports (in original) containing the date of PM done duly signed and stamped by Branch Officials and system generated quarterly uptime reports while claiming quarterly AMC payments during AMC period along with invoice for which claim is made.

Sl.No	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
56	Appendix- 4	49	9.14	All calls /down time of machines shall be excluded for any service resulting from negligence, misuse, or abuse, including the failure to operate and care for the PBK & BCP in accordance with the manufacturer's power, environmental, and other specifications; failure to comply with the terms of the agreement; movement of the Passbook Update Machine by anyone other than the Vendor; improper use or failure to use; acts of third parties; fire; water; Passbook Update Machine & Barcode Printer breakdown due to failure of connecting device / software not maintained or approved by the Vendor, Passbook Update Machine breakdown due to an alteration to Passbook Update Machine or use of an attachment not provided and/or approved by the Vendor in writing to be compatible with Passbook Update Machine standard interfaces, damage caused by virus attack, if the Passbook Update Machine is repaired or interfered with by any person other than a person authorized by the Vendor, damage to or loss if proven so.	A solution should be provided to print the Bar code from the individual terminals at branches or other centralized solution i.e. Barcode Printing Application the printing .exe should be placed. We request Bank to provide the API/ message format for this integration and also provide the detailed software requirement to developed the kiosk application and BCP application.	The Clause is Self Explanatory. Bidder to comply to the RFP Clause.
57	Appendix- 5	50	NA	Description: AMC Services for Self Service Passbook Printing Kiosks & Bar Code Printers for 2 years as per the Scope of Work mentioned in this RFP	We request bank to please modify the commercial format of the bid to quote for all required softwares and RMMS resorusce price as well. Commercial Bid should have minimum below line items: 1. Non-comprehesive AMC	Please refer the Amendment.

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Sl.No [1]	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
					Charges 2. Software Application Charges 3. RMMS resoursce charges	
58	Appendix- 9	54	NA	Certificate of Local Content	We request clarification on this point as clause is for Product Procurement and this RFP is of services. Please provide details requirement related to AMC requirement of the RFP.	No Change. Bidder to comply to the RFP Clause.
59	NA	NA	NA	General Query	We request the bank that the during the AMC period, Bank Branch's should use only recommended genuine consumables supplied by the bidder.	Details shall be discussed with the selected bidder.
60	NA	NA	NA	General Query	We request Bank Branch to Complete all the preliminary works viz., Earthing & any other work related for installation etc & confirm the readiness of the site. Bank Branch should ensure separate Earthing is provided for the kiosk before installation. Bank Branch Should maintain proper Earthing during AMC period.	Project Implementation plan shall be discussed with the selected bidder. It is further clarified that, these machines are already installed at the branches.

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Sl.No	Appendix No	No	Clause No.	Description as per RFP (Indicative) [Refer RfP for exact Description]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
	[2]	[3]	[4]	[5]	We understand that AMC is a	It is clarified that, spare parts to
61	NA	NA	NA	General Query	non comprehensive and spares and consumables price will be mutually agreed with the bank.	be replaced (if any) during the contract period and cost of
62	NA	NA	NA	General Query	The solution provided by the bidder should support all types of passbook (different shapes, orientation, alignments) and printers belonging to different make & model. We request the bank to fix one type of Passbook size that will help to ensure proper integration and proper printing on the Passbooks of the Bank's customers. We further request the bank to specify and fix the printing format during the UAT phase itself and may please consider any change post sign off as a change request at extra charge agreed mutually. We recommend that the bank may seek the same as change request as optional items in the commercial bid.	The details shall be shared with the selected bidder.

Sl.No [1]	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
63	NA	NA	NA	General Query	We request the bank to clarify the RMMS server configuration being used presently so that we can design the Server architecture required to handle the load of this additional requirement. We also request that the Bank to confirm if the Procurement of AMC Kiosks by Forbes vendors are to be monitored through the RMMS solution.	The details shall be shared with the selected bidder.
64	NA	NA	NA	General Query	We recommend bank that the performance of the machines should be calculated by comparing the RMMS Report and our Call Management Reports. Penalty should not applicable for cases where call has not been lodged at TSPL NOCC or not having any call ticket number.	No Change. Relevant RFP
65	NA	NA	NA	General Query	We request the bank to specify the language to be supported. Regional language script should be provided by bank if any specific messages to be configured. Audio recording for the changed messages to be provided by	the selected bidder.

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Sl.No [1]-	Appendix No [2]	Page . No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact_Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
		~			bank if possible.	
66	GeM Bid Document	2	5	Past Experience of experience of no of projects executed Orders with PSU's with 80%/50%/40% of estimated bid value	Bank to confirm the past experience Criteria mentioned for similar services for MSE'S as per the GEM-BIDdocument relevant clause.	Document - RFP-06/DBS/PUK- AMC/2021 dated: 10/12/2021
67	Appendix-	43	2	Scope of work - scope of AMC /Past Experience/	1) The Project for AMC of exisiting machines of "1050 model-MAKE & Model FORBES" includes the following very critical Software componenents-A) Software Application Build in Kiosks/BAR code in Bank Terminals B) Softwre -ISO Interface application with CBS C) Software Application of RMMS-Remote Management 4) Uploading and maintaining Anti virus software patches	Bidder to factor the cost for the solution based on the Pre-Bid clarifications mentioned elsewhere in this document.



Sl.No -[1]	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
					2) Whether Bank is retaining the existing above softwares in the Kiosks/Bank terminals/Servers- (in case of Middle ware applications) earlier installled by the previous OEM-Vender of PUMs "1050 model-MAKE & Model FORBES". In such case whether Bank will share the source codes of above existing softwares.	RFP Clauses are Self Explanatory. Bidder to factor the cost for the solution based on the Pre-Bid clarifications mentioned elsewhere in this document.
					3)Whether Bank will provide the earlier software licences procured at the time of procurement of these Kiosks from the OEM-VENDER"1050 model-MAKE & Model FORBES", in retaining the existing above softwares in the Kiosks/Bank terminals/Servers- in case of Middle ware applications	l i
					4) In case the Bank is not providing the above software Licenses /permission/approvals to use the exisitng softwares of previous OEM-VENDER"1050 model-MAKE & Model FORBES", the Bidder is required to install his own softwares for Passbooks	RFP Clauses are Self Explanatory. Bidder to factor the cost for the solution based on the Pre-Bid clarifications mentioned elsewhere in this document.

Sl.No	Appendix No [2]	Page No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
		20 42			Printing Kiosks/ Bank terminals for BAR code Printing / Middle ware Servers /RMMS Applications	
					5) In such cases whether the Bidder who has to install his own softwares for Passbook Printing Kiosks/ BAR-Code application in Bank's Bank terminals / Middle ware /RMMS Applications should have past experience of 3 years of Development/deployment and successfully running the above mentioned software applications in any of 1 or more scheduled Banks required for successful running of the PUM's.	RFP Clauses are Self Explanatory. Bidder to factor the cost for the solution based on the Pre-Bid clarifications mentioned elsewhere in this document.
					6) All the above requirements are not mentioned in the RFP document - Under Eligibility conditions-Scope of the Work. As such we request for necessary clarifications on the above.	RFP Clauses are Self Explanatory. Bidder to factor the cost for the solution based on the Pre-Bid clarifications mentioned elsewhere in this document.

Sl.No [1]	Appendix No [2]	Page . No [3]	Clause No. [4]	Description as per RFP (Indicative) [Refer RfP for exact Description] [5]	Query / Suggestions [6]	Bank's Response/Remarks/Clarification [7]
68	Appendix- 2	32	Eligibility Criteria	Eligibility Criteria	7) whether the Bidder has to have experience of 3 years in Development/deployment of softwares for Passbook Printing Kiosks/ BAR-Code application in Bank's Bank terminals / Middle ware /RMMS Applications in any running contract in at least 1 public sector Bank. Whether Bidder has to provide possession of Licences or any other Licenses from OEM Vender. In such case whether Bidder has to provide Software Licences to Bank for next 2 years	No Change. Bidder to comply to the RFP Clause.

