

Replies to Prebid Queries and Amendments for Gem Bid Number: GEM/2021/B/1534028 dated 20/09/2021 for Procurement and integration of audio video solution with three years warranty and two years AMC/ATS.

Sl. No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
1	Requirement Details	Bank intends to have automatic speakers tracking camera, wireless microphone, speaker with noise reduction/echo cancellation system and content sharing. In addition to the above, the proposed systems needs to be integrated with the existing Polycom Solution to ensure smooth video conference experience. In order to meet the above requirement bank invites proposals from the bidders to offer their solution for Procurement and integration of audio video solution with three years warranty and two years AMC/ATS in Canara Bank as per the technical specifications, Scope of Work and terms and conditions specified in the Gem Bid.	The Bank intends to have wireless microphone & speaker with noise reduction/echo cancellation system but there are no technical specifications & Quantity mentioned in the RFP. Request to the bank to mention the technical specifications shared as annexure-1 in the Excel and the required BoQ of Wireless microphones and Speakers.	Please refer Amendments.
2	Requirement Details	Bank intends to have automatic speakers tracking camera, wireless microphone, speaker with noise reduction/echo cancellation system and content sharing. In addition to the above, the proposed systems needs to be integrated with the existing Polycom Solution to ensure smooth video conference experience. In order to meet the above requirement bank invites proposals from the bidders to offer their solution for Procurement and integration of audio video solution with three years warranty and two years AMC/ATS in Canara Bank as per the technical specifications, Scope of Work and terms and conditions specified in the Gem Bid.	The Bank intends to have automatic speaker tracking camera. Request to the bank to clarify the requirement:- Is this feature required with existing Video Conference Device or with wireless Audio Solution ?	Existing video conference device camera will not be used for audio solution.
3	Delivery, Installation, Integration and Commissioning	4.2. Delivery of Audio Video Solution : Within Seven (7) weeks from the date of acceptance of Purchase Order.	Request to the bank to extend the timelines for delivery, today there are certain concerns on electronic chips and due to that shipment getting delayed, so consider this present scenario:- requesting to the bank to extend the timeline 12weeks to 14weeks for delivery.	Bidder has to comply with the bid terms.
4	Delivery, Installation, Integration and Commissioning	4.3. Installation, Configuration, Integration and Commissioning of Audio Video Solution: The successful bidder should ensure installation, configuration, integration and commissioning of Audio Video Solution at the bank office within 2 weeks from the date of delivery of all the material.	2 weeks are very less time for complete solution to be deployed. So, request to the bank to give atleast 4 weeks time.	Bidder has to comply with the bid terms.



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5	Delivery, Installation, Integration and Commissioning	4.4. Project Timelines: Supply, Installation and Implementation of the Solution should be completed within Nine weeks from the date of acceptance of the Purchase Order.	Request to the bank to consider above clauses and change this clause accordingly to eighteen weeks for completion of this project.	Bidder has to comply with the bid terms.
6	Bid Number: GEM/2021/B/1534028 Dated: 20-09-2021	Document required from seller Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	Request to add to provide product compliance on OEM letter head along with OEM Authorization.	Bidder has to comply with the bid terms.
7	Bid Number: GEM/2021/B/1534028 Dated: 20-09-2021	MII Purchase Preference	Request to remove this clause as most of OEMs will not be able to provide MII (Local content declaration).	Bidder has to comply with the bid terms.
8	Annexure-12 - Bill of Material	Table -A Price details for Audio video solution in Canara Bank	In the BOQ only product descriptions are mentioned, however, there is no quantity mentioned for required item. Kindly specify quantity as well.	Please refer Amendments.
9	Payment Schedule	8.2. Payment Terms: 8.2.1. Payment will be made as per the schedule given below: Delivery of Audio Video Solution as per clause 4.2 - 50% payment of the invoice value of Audio Video Solution. Installation, Configuration, Integration of Audio Video Solution as per clause 4.3 - 40% payment of the invoice value of Audio Video Solution. AMC for Audio Video Solution - Quarterly in Arrears	Requesting Bank to modify the clause as "Delivery of Audio Video Solution as per clause 4.2 - 80% payment of the invoice value of Audio Video Solution. Installation, Configuration, Integration of Audio Video Solution as per clause 4.3 - 10% payment of the invoice value of Audio Video Solution. AMC for Audio Video Solution - Yearly Advance	Bidder has to comply with the bid terms.



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10	Penalties/Liquidated Damages	7.4. Penalties/Liquidated damages for onsite resources: In case replacements are not arranged, bank shall pay only the proportionate amount of Resident resource charges during the particular month. The Bank shall also impose a penalty of 5.00% of the Resident resource charges payable to the Bidder plus GST for that month for each day and part thereof of absence. However, total penalty under this clause will be limited to 50% of the total charges payable for Resident Resource charges for that month plus GST.	Requesting Bank to modify the clause as "Penalties/Liquidated damages for onsite resources: In case replacements are not arranged, bank shall pay only the proportionate amount of Resident resource charges during the particular month. The Bank shall also impose a penalty of 1.00% of the Resident resource charges payable to the Bidder plus GST for that month for each day and part thereof of absence. However, total penalty under this clause will be limited to 10% of the total charges payable for Resident Resource charges for that month plus GST."	Bidder has to comply with the bid terms.
11	Penalties/Liquidated Damages	7.3. Penalties/Liquidated damages for not maintaining uptime: 7.3.2. The maximum penalty levied shall not be more than the 5% of total order value (plus GST) during warranty period and 50% of AMC / ATS amount payable for one year (plus GST) during AMC/ATS period.	Requesting Bank to modify the clause as "7.3.2. The maximum penalty levied shall not be more than the 1% of total order value (plus GST) during warranty period and 10% of AMC / ATS amount payable for one year (plus GST) during AMC/ATS period."	Bidder has to comply with the bid terms.
12	Penalties/Liquidated Damages	7.9. All the above LDs are independent of each other and are applicable separately and concurrently	Requesting Bank to Delete the clause.	Bidder has to comply with the bid terms.





Sl. No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
13	Annexure-13 DRAFT CONTRACT AGREEMENT	11. INDEMNITY: 11.1. VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of: 11.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER; 11.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER; 11.2. VENDOR/ SERVICE PROVIDER 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 supplied by them. 11.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities. 11.2.2. 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.	11.1. We propose to modify the clause : VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of: 11.1.1. The breach in the terms of the agreement, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER; 11.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER; 11.2. VENDOR/ SERVICE PROVIDER 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 supplied by them. 11.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities. VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project. 11.2.2. 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.	Bidder has to comply with the bid terms.

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14	Annexure-16 Pre Contract Integrity Pact (This has to be submitted in the non-judicial Stamp Paper)	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 due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.	We request you to delete the Fall Clause	Bidder has to comply with the bid terms.
15	NA	General	We propose to included Limitation of Liability clause "Total liability of the Bidder shall be limited to the contract value. Neither Party shall be liable to the other Party for loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party regarding this Tender"	Bidder has to comply with the bid terms.
16	NA	General	Request to add to provide product compliance on OEM letter head (not in bidder letter head) along with OEM Authorization.	Bidder has to comply with the bid terms.
17	NA	General	Request to remove this clause "Local content required for Mill compliance" as most of OEMs will not be able to comply Mill (Local content declaration).	Bidder has to comply with the bid terms.
18	NA	General	In the BOQ only product descriptions are mentioned, request you to mention the quantity as well for all the bidders will be quoting for the same.	Please refer Amendments.
19	NA	General	Existing items(Ex Polycam) model number required.	Polycam Group 500 codec with Eagle eye director II camera.



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20	NA	General	Micro phones not considered in the BOM. Kindly add the specification and quantity of Microphones needed.	Please refer Amendments.
21	NA	General	Local Support ---Request you to add "There should be local service centre available in Bangalore for easy reach."	Bidder has to comply with the bid terms.
22	NA	General	Rack is required, but not mentioned in the BOM. Please specify the spec and quantity.	Please refer Amendments.
23	NA	General	Carpetner and civil work if any whose scope it would be. Please mention what all work would be in vendor scope.	Carpenter and civil work will be under scope of bank.
24	Annexure-1 Technical Specifications	Technical Specification audio video solution HDMI and Audio to USB Scaling Bridge	Since this device used for only connect the camera Audio input is not required. AUDIO DSP in the BOQ should and will handle this functionality in better way.	This functionality can be integrated in HDMI and Audio to USB Scaling bridge or Audio DSP.
25	Annexure-1 Technical Specifications	Technical Specification audio video solution HDMI and Audio to USB Scaling Bridge	Since this device used for only connect the camera Audio output is not required. AUDIO DSP in the BOQ should and will handle this functionality in better way.	This functionality can be integrated in HDMI and Audio to USB Scaling bridge or Audio DSP.
26	Annexure-1 Technical Specifications	Technical Specification audio video solution HDMI and Audio to USB Scaling Bridge	This is the feature of main switcher hence this functionality is not utilized. Audio DSP in the BOQ will support for the de-embedded audio.	This functionality can be integrated in HDMI and Audio to USB Scaling bridge or Audio DSP.



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27	Annexure-1 Technical Specifications	Technical Specification audio video solution HDMI and Audio to USB Scaling Bridge	AEC is a built in feature of AUDIO DSP device, in this box AEC is not required as AEC reference for audio is taken form only DSP.	This functionality is mandatory in HDMI and Audio to USB Scaling bridge or Audio DSP.
28	Annexure-1 Technical Specifications	Technical Specification audio video solution HDMI and Audio to USB Scaling Bridge	There is a stand alone AUDIO DSP is required and it has been considered with additional microphones hence this functionality is not required.	This functionality is mandatory in HDMI and Audio to USB Scaling bridge or Audio DSP.
29	Annexure-1 Technical Specifications	Technical Specification audio video solution HDMI and Audio to USB Scaling Bridge	Repeated specs not required and functionality wont support for the audio	This functionality is mandatory in HDMI and Audio to USB Scaling bridge or Audio DSP.
30	Annexure-1 Technical Specifications	Technical Specification audio video solution Cable Access Enclosure	Normally phone have 30 Watt charging as common provision, 47.5 watt charge will damage the phone hence recommended to consider Max 30Watt as output charging provision	Bidder has to comply with the bid terms.
31	Annexure-1 Technical Specifications	Technical Specification audio video solution Cable Access Enclosure	Total Qty of Cable cubby considered as 12 for 40 seating capacity of the room	Please refer Amendments.
32	Annexure-1 Technical Specifications	Technical Specification audio video solution All in one Scaling Presentation Matrix Switcher with HDCP Complaint 10x8 Seamless 4K Scaling Presentation	All input should be HDMI. Transmitter will extend the signal on CATX and total input needed will 16 (14+ 2 Spare for future usage)	Bidder has to comply with the bid terms.
33	Annexure-1 Technical Specifications	Technical Specification audio video solution All in one Scaling Presentation Matrix Switcher with HDCP Complaint 10x8 Seamless 4K Scaling Presentation	All Output should be HDMI. Receiver will extend the signal on CATX and total OUTPUT needed will 11 (8 for the display +1 for VC output + 2 Spare for future usage)	Bidder has to comply with the bid terms.
34	Annexure-1 Technical Specifications	Technical Specification audio video solution All in one Scaling Presentation Matrix Switcher with HDCP Complaint 10x8 Seamless 4K Scaling Presentation	the main unit should have provision to add on INPUT or OUTPUT HDMI ports for future enhancement. HDMI is recommended as this port will common for all the INPUT & OUTPUT devices	Bidder has to comply with the bid terms.



Sl. No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
35	Annexure-1 Technical Specifications	Technical Specification audio video solution All in one Scaling Presentation Matrix Switcher with HDCP Complaint 10x8 Seamless 4K Scaling Presentation	Please consider the latest technology of AV OVER IP, By this the need of transmitter and receiver can be avoided and this solution gives the option of Scalability, Flexibility and HDMI open source port connectivity along with USB on a single CATx cable.	Bidder has to comply with the bid terms.
36	Annexure-1 Technical Specifications	Technical Specification audio video solution Wireless Presentation System	this output will be related to HDMI input of the wireless presentation system	Bidder has to comply with the bid terms.
37	Annexure-1 Technical Specifications	Technical Specification audio video solution Wireless Presentation System	this output will be related to HDMI input of the wireless presentation system	Bidder has to comply with the bid terms.
38	Annexure-1 Technical Specifications	Technical Specification audio video solution Wireless Presentation System	Please note android OS required a presentation gate way by default and this gate way app from OEM will be free of cost and all updates will be free of cost.	Screen mirroring can be achieved with or without application in Android and iOS
39	Annexure-1 Technical Specifications	Technical Specification audio video solution Wireless Presentation System	Please note if each single screen of 55inch display is splitted into four then the view window of each is less than 12inch then content is not visible. Hence recommended to consider MAX 2 simultaneous screen over the single screen. This four different devices will even lead to confusions too.	Functionality should be available, whereas the administrator will control the number of content displayed as per requirement.
40	Penalties/Liquidated Damages	7.1. Penalties/Liquidated damages for delay in Delivery of Hardware and Solution/Software would be as under: 7.1.1. Non-compliance of the Supply/delivery as per clause 4.2 will result in imposing penalty of 0.50% on delay in delivery per week or part thereof plus GST by the Bank on the invoice value of Audio Video Solution (exclusive of Taxes). 7.1.2. However, the total Penalty/LD to be recovered under clause 7.1.1 shall be restricted to 10% of the total value of the order (exclusive of Taxes) plus GST.	As per standard conditions of RFPs, standard Penalty should be 0.5 % with max capping to 5%. Request you to kindly reduce the capping to 5 %	Bidder has to comply with the bid terms.

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41	Penalties/Liquidated Damages	7.2. Penalties/Liquidated damages for delay in Installation and Commissioning of Hardware and Solution/Software would be as under: 7.2.1. Non-compliance of the Installation, Configuration, Integration and Commissioning of Audio Video Solution as per clause 4.3 will result in imposing penalty of 0.50% on delay in delivery per week or part thereof plus GST by the Bank on the invoice value of Audio Video Solution (exclusive of Taxes). 7.2.2. However, the total Penalty/LD to be recovered under clause 7.2.1 shall be restricted to 10% of the total value of the order (exclusive of Taxes) plus GST.	As per standard conditions of RFPs, standard Penalty should be 0.5 % with max capping to 5%. Request you to kindly reduce the capping to 5 %	Bidder has to comply with the bid terms.
42	Delivery, Installation, Integration and Commissioning	4.2. Delivery of Audio Video Solution : Within Seven (7) weeks from the date of acceptance of Purchase Order.	Delivery timelines given to deliver AV solution is little short. Due to Covid pandemic delivery timelines may be effected. Request bank to increase the Delivery times as under : Within Ten (10) weeks from the date of acceptance of Purchase Order.	Bidder has to comply with the bid terms.
43	Delivery, Installation, Integration and Commissioning	4.3. Installation, Configuration, Integration and Commissioning of Audio Video Solution: The successful bidder should ensure installation, configuration, Integration and commissioning of Audio Video Solution at the bank office within 2 weeks from the date of delivery of all the material.	Timelines given are little short. Due to Covid pandemic Organization are working with limited field staff, Request bank to amend the clause as under : The successful bidder should ensure installation, configuration, Integration and commissioning of Audio Video Solution at the bank office within 4 weeks from	Bidder has to comply with the bid terms.
44	Delivery, Installation, Integration and Commissioning	4.4. Project Timelines: Supply, Installation and Implementation of the Solution should be completed within Nine weeks from the date of acceptance of the Purchase Order.	Timelines given are little short. Due to Covid pandemic Organization are working with limited field staff, Request bank to amend the clause as under : Supply, Installation and Implementation of the Solution should be completed within Fourteen (14) weeks from the date of acceptance of the Purchase Order.	Bidder has to comply with the bid terms.
45	Payment Schedule	8.2. Payment Terms: Delivery of Audio Video Solution as per clause 4.2 50% payment of the invoice value of Audio Video Solution.	Request bank to amend payment terms as under 1. Delivery of Audio Video Solution as per clause 4.2 - 70% payment of the invoice value of Audio Video Solution.	Bidder has to comply with the bid terms.



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46	Payment Schedule	8.2. Payment Terms: Installation, Configuration, Integration of Audio Video Solution as per clause 4.3 40% payment of the invoice value of Audio Video Solution.	2. Installation, Configuration, Integration of Audio Video Solution as per clause 4.3 - 20% payment of the invoice value of Audio Video Solution.	Bidder has to comply with the bid terms.
47	Payment Schedule	8.2. Payment Terms: After Completion of Warranty Period (i.e. three year). Warranty period will start from the date of acceptance of solution by the Bank. 10% payment of the invoice value of Audio Video Solution. Or On submission of BG equivalent to warranty payment.	After Completion of Warranty Period (i.e. three year). Warranty period will start from the date of acceptance of solution by the Bank.	Bidder has to comply with the bid terms.

Date: 11/10/2021

Place: Bangalore

Deputy General Manager

