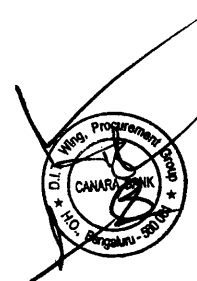


**Prebid Queries and Replies for Bid Number: GEM/2021/B/1557839 dated 28/09/2021 for Selection of Service Provider for providing onsite technical support for Base24 ATM Switch in Canara Bank.**

Sl. No.	Document/Annexure Name	RFP Clause/Technical Specification	Bidder's Query	Bank's Reply
1	Annexure-7 Scope of Work	1.5. The Bidder should have sufficient resources and manpower to offer guaranteed rendering of OTS resources as per the Scope of Work for a period of 3 years. Presently, Bank proposes to deploy a total of 30 resources which would include 23 Junior technical support resources and 7 Senior technical support resources including one Project leader. These resources would provide the Onsite Technical Support on 24*7 basis at Bank's ATM Switch Department and other premises of bank decided by ATM Switch team of the bank. The number of engineers mentioned is for meeting Bank's daily requirements only. Bidder has to make arrange for leave/ attrition etc.	We request to provide the other locations where resource may be deployed. Also count of resources at each location.	Primary is DC Bangalore and DRC will be in mumbai. In case of disaster bank will arrange alternate location.
2	Annexure-7 Scope of Work	1.15. In case of any disaster/ exigency, the Bidder should be capable of providing OTS support on 24*7*365 basis from other site chosen by bank within the Bangalore location or Bank's DR site in Mumbai.  List of Applications	We understand that the bank have OEM support from the respective vendors for the hardware and software to mange the bugs and fixes, please confirm.	Yes.
3	Penalties/Liquidated Damages	1. The selected bidder shall deploy the resources within 3 weeks after selection by the Bank through the interview process conducted by Bank team. Failure to deploy the selected resources within three weeks from date of intimation from Bank officials, Bank shall impose a penalty of 0.5% (Plus GST) of the Resident resource charges (Excl. of GST) payable to the bidder for that month for each week and part thereof of absence. However, total penalty under this clause will be limited to 10% (Plus GST) of the total contract value (Exclusive of GST).	We request the bank to change this time period to 8 to 12 weeks.	Bidder has to comply with the GeM Bid terms.
4	Penalties/Liquidated Damages	3.1. The bidder shall guarantee a 24x7x365 availability with monthly uptime of 99.90% for the solution as specified in Scope of work in Annexure-7, during the period of the Contract which shall be calculated on monthly basis.	We understand that the downtime caused due to external entities (like network, other applications, etc.) or due to application bug or hardware failure will not be considered for the uptime calculation, please confirm.	The LD will be for monitoring lapses or late reporting.



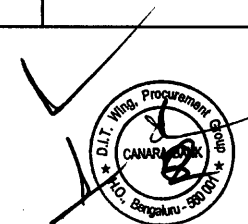
**Prebid Queries and Replies for Bid Number: GEM/2021/B/1557839 dated 28/09/2021 for Selection of Service Provider for providing onsite technical support for Base24 ATM Switch in Canara Bank.**

5	Introduction about the project	<b>3. Requirement Details</b>  3.3. The Bidder should have sufficient resources and manpower to offer guaranteed rendering of OTS resources as per the Scope of Work for a period of 3 years. Presently, Bank proposes to deploy a total of 30 resources which would include 23 Junior technical support resources and 7 Senior technical support resources including one Project leader. These resources would provide the Onsite Technical Support on 24*7 basis at Bank's ATM Switch Department and other premises of bank decided by ATM Switch team of the bank. The number of engineers mentioned is for meeting Bank's daily requirements only.	Kindly provide the rationale for coming up with the team size of 30 resources for this support engagement. Also provide why the Bank feels that this split should be 23 junior resources and 7 senior resources.	Bidder has to comply with the GeM Bid terms.
6	Requirement Details	<b>3. Requirement Details</b>  3.3. The Bidder should have sufficient resources and manpower to offer guaranteed rendering of OTS resources as per the Scope of Work for a period of 3 years. Presently, Bank proposes to deploy a total of 30 resources which would include 23 Junior technical support resources and 7 Senior technical support resources including one Project leader. These resources would provide the Onsite Technical Support on 24*7 basis at Bank's ATM Switch Department and other premises of bank decided by ATM Switch team of the bank. The number of engineers mentioned is for meeting Bank's daily requirements only.	Pls explain exact count of Junior and Senior resources expected to be present in each shift by location.	The details shall be shared with the selected bidder.
7	Annexure-7 Scope of Work	1.2. The personnel to be deployed as Junior Technical support and Senior Technical Support and project leader. (Junior Technical support engineer must have minimum qualification as graduate with one year of IT experience. Senior Technical Support to be posted at bank should have atleast 3 years experience in Base 24 Switch, Non Stop Platform.)	Senior Technical Support to be posted at bank should have atleast 3 years experience in Base 24 Switch. Very difficult to find the resources and they wont prefer for a 24x7 shift based OTS team. Pls consider changing this to 1 to 2 years of experience in any switching platform.	Bidder has to comply with the GeM Bid terms.
8	Annexure-7 Scope of Work	1.2. The personnel to be deployed as Junior Technical support and Senior Technical Support and project leader. (Junior Technical support engineer must have minimum qualification as graduate with one year of IT experience. Senior Technical Support to be posted at bank should have atleast 3 years experience in Base 24 Switch, Non Stop Platform.)	Since there is only 1 project leader in the mix of 30 resources, he cannot be working 24 /7 and instead will be working in general shift on all Bank's working days only. Bank to make a note of this important point and confirm.	Project leader who manages the team and be a single SPOC to bank for operations.
9	Annexure-7 Scope of Work	<b>2. Detailed Scope of Work:</b>  <b>2.1. ATMs Related:</b>  e. Provide mobile support through messaging infrastructure managed by ATM Switch Group.	Personnel mobile numbers will not be used for the mobile support. If any mobile support is required then Bank to make a provision for the mobile phone devices / sim cards and take care of the calling/data plan as required. Kindly confirm.	This RFP/GeM Bid clause stands deleted.



**Prebid Queries and Replies for Bid Number: GEM/2021/B/1557839 dated 28/09/2021 for Selection of Service Provider for providing onsite technical support for Base24 ATM Switch in Canara Bank.**

10	Annexure-7 Scope of Work	<b>2. Detailed Scope of Work:</b>  <b>2.1. ATMs Related:</b>  o. Any other related activity	No specifications on other related activity and hence cannot be accepted as a blanket statement. Requesting the Bank to provide clarity or remove this statement from the terms.	Any activity with respect to Switch monitoring/ operations.
11	Special Terms & Conditions of the Contract	<b>2. Project Execution:</b> The Bank and the selected bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Bangalore. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 7 days from the date of acceptance of purchase order.	Project Manager, Project Leader are the same, if not , role description required to be provided.	Both are same.
12	Annexure-7 Scope of Work	<b>1.5. The Bidder should have sufficient resources and manpower to offer guaranteed rendering of OTS resources as per the Scope of Work for a period of 3 years. Presently, Bank proposes to deploy a total of 30 resources which would include 23 Junior technical support resources and 7 Senior technical support resources including one Project leader. These resources would provide the Onsite Technical Support on 24*7 basis at Bank's ATM Switch Department and other premises of bank decided by ATM Switch team of the bank. The number of engineers mentioned is for meeting Bank's daily requirements only. Bidder has to make arrange for leave/ attrition etc.</b>	It seems that the Bank expects all 30 resources to be present on each day of the year for a bidder to be paid in full. As per labor laws, all resources are entitled to weekly offs, sick leaves, vacations, etc. How does the Bank expect to pay only for 30 resources and have the same number of resources working each day of the year? If the expectation is to have 30 resources each day of the year, then to be in line with the labor laws, it is imperative that the Bank have a higher billable resource count to account for weekly offs and entitled leaves. We request the Bank to clarify this important point.	Bidder has to comply with the GeM Bid terms.
13	Annexure-7 Scope of Work	<b>1.8. Bank may decide to increase/decrease the number of resources as per the requirements of the Bank from time to timer with a notice of 30 days and will pay only those resources required by the bank at its support site.</b>	For any increase of decrease in resource count we request the Bank to provide a minimum notice period of 90 days	Bidder has to comply with the GeM Bid terms.
14	Annexure-7 Scope of Work	<b>1.13. Through this RFP, Bank proposes to select a bidder for availing OTS services for a minimum period of 60 months. However, the arrangement would be subject to yearly review by bank. In case, at any point of time during the 60 months' period of contract, the services rendered by the successful Bidder are observed by the bank to be deficient in terms of the terms and conditions of the Contract, Bank may choose to take punitive action including but not limited to levy penalties, invocation of Performance Bank guarantee and termination of the contract.</b>	This clause seems to be in contradiction to the Clause 1.10 regarding the minimum term of the engagement. Kindly confirm whether the initial term to be executed by the Bank will be 36 months or 60 months.	Kindly refer the Amendment-1 to this GeM bid.



**Prebid Queries and Replies for Bid Number: GEM/2021/B/1557839 dated 28/09/2021 for Selection of Service Provider for providing onsite technical support for Base24 ATM Switch in Canara Bank.**

15	Penalties/Liquidated Damages	<p><b>4. Penalties/Liquidated damages for not maintaining uptime:</b></p> <p>4.1.1. The bidder has to maintain 99.99% monthly uptime for the Base24 ATM Switch.</p>	<p>This clause seems to be in contradiction to the clause 3.1 which states that monthly uptime to be 99.90%. Kindly confirm what is the exact monthly uptime expected. Accordingly, table In Clause 4.1.2 to be corrected and confirmed.</p>	<p>Kindly refer the Amendment-1 to this GeM bid.</p>
16	Introduction about the project	<p><b>3. Requirement Details</b></p> <p>3.4. If the resources are found unsatisfactory, within 7 days of intimation, the Bidder shall take back the resources and provide suitable and acceptable resources.</p>	<p>Request the Bank to provide at least 15 days time to re-assign the resources.</p>	<p>Bidder has to comply with the GeM Bid terms.</p>
17	Annexure-7 Scope of Work	<p>1.8. Bank may decide to increase/decrease the number of resources as per the requirements of the Bank from time to timer with a notice of 30 days and will pay only those resources required by the bank at its support site.</p>	<p>Please consider the ramp-down of the resources to be done with a prior notice of 2 months.</p>	<p>Bidder has to comply with the GeM Bid terms.</p>
18	Introduction about the project	<p><b>3. Requirement Details</b></p> <p>3.3. The Bidder should have sufficient resources and manpower to offer guaranteed rendering of OTS resources as per the Scope of Work for a period of 3 years. Presently, Bank proposes to deploy a total of 30 resources which would include 23 Junior technical support resources and 7 Senior technical support resources including one Project leader. These resources would provide the Onsite Technical Support on 24*7 basis at Bank's ATM Switch Department and other premises of bank decided by ATM Switch team of the bank. The number of engineers mentioned is for meeting Bank's daily requirements only.</p>	<p>Please clarify how one Project Leader will be able to lead all these shifts of 24*7 support.</p>	<p>Project leader should be a single SPOC for complete project.</p>
19	Annexure-7 Scope of Work	<p>1.13. Through this RFP, Bank proposes to select a bidder for availing OTS services for a minimum period of 60 months. However, the arrangement would be subject to yearly review by bank. In case, at any point of time during the 60 months' period of contract, the services rendered by the successful Bidder are observed by the bank to be deficient in terms of the terms and conditions of the Contract, Bank may choose to take punitive action including but not limited to levy penalties, invocation of Performance Bank guarantee and termination of the contract.</p> <p>1.14. Upon completion of 3 years' period, Bank reserves the right to extend contract for additional period of two years at the same terms &amp; conditions subject to mutual agreement. At expiration/ termination of the Contract, the successful bidder will provide hand holding training/ knowledge transfer to Bank's officials or Bank's nominated entity/ vendor to maintain continuity of services for at least three months.</p>	<p>As per clause 1.3, it says "<u>Through this RFP, Bank proposes to select a bidder for availing OTS services for a minimum period of 60 months.</u>" Whereas, in the clause 1.4 says that "<u>Upon completion of 3 years' period, Bank reserves the right to extend contract for additional period of two years at the same terms &amp; conditions subject to mutual agreement.</u>" Please confirm which one in the above is correct.</p>	<p>Kindly refer the Amendment-1 to this GeM bid.</p>



**Prebid Queries and Replies for Bid Number: GEM/2021/B/1557839 dated 28/09/2021 for Selection of Service Provider for providing onsite technical support for Base24 ATM Switch in Canara Bank.**

20	NA	Additional Query	Services will be delivered at Bank's premises. Please confirm.	Yes.
21	NA	Additional Query	All the necessary hardware i.e. laptop/desktop, softwares, connectivity etc. for the resources to perform their duties will be provided by the Bank. Please confirm.	All infrastructure at onsite will be provided by bank.
22	Service Level Agreements (SLAs)	<p><b>1.2. Compliance to RBI guidelines:</b></p> <p>1.2.1. The Bidder shall adhere to the RBI Guidelines on outsourcing of financial services by scheduled banks as per the circular no. RBI/2006/167, DBOD.NO.BP.40/21.04.158/2006-07 dated November 3, 2006 and related amendments from day 1 of the contract. If any amendment is notified by RBI time to time during tenure of the contract period, the selected bidder has to comply all regulatory guidelines.</p>	Please consider it as - <i>"If any amendment is notified by RBI time to time during tenure of the contract period, the selected bidder has to comply all regulatory guidelines which will be mutually discussed and agreed between the Bank and the selected bidder."</i>	Bidder has to comply with the GeM Bid terms.
23	Payment Terms	<p><b>1. Pricing:</b></p> <p>1.1. The Price offered to the Bank must be in Indian Rupees and inclusive of Duties/Insurance/Freight/charges of road permit but Exclusive of Service Tax. The Bidder has to quote the applicable service tax separately.</p>	Commercial quotes shall be exclusive of GST. Taxes will be charged at the then prevailing rates and shall be charged additionally to the Bank. Please confirm.	Kindly refer Clause 1.3 of the Payment terms.
24	Annexure-7 Scope of Work	1.6. Vendor shall not remove the staff from the project without mutual agreement with the bank.	Bidder request the bank to include the term key personnel identified in the SOW "Vendor shall not remove the key staff from the project without mutual agreement with the bank."	Kindly refer the Amendment-1 to this GeM bid.
25	Annexure-7 Scope of Work	1.13. Through this RFP, Bank proposes to select a bidder for availing OTS services for a minimum period of 60 months. However, the arrangement would be subject to yearly review by bank. In case, at any point of time during the 60 months' period of contract, the services rendered by the successful Bidder are observed by the bank to be deficient in terms of the terms and conditions of the Contract, Bank may choose to take punitive action including but not limited to levy penalties, invocation of Performance Bank guarantee and termination of the contract.	Bidder request the bank to include the following- Bank shall issue 30 days notice to cure the deficiency in the services. If the Bidder fails to cure the defects with the cure period, Bank may punitive action including but not limited to levy penalties, invocation of Performance Bank guarantee or termination of the contract.	Bidder has to comply with the GeM bid terms.



26	Special Terms & Conditions of the Contract	<b>10. Order Cancellation / Termination of Contract:</b> 10.1. The Bank reserves its right to cancel the contract at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in the event of one or more of the following conditions: 10.1.1. Non submission of acceptance of order within 7 days of order. 10.1.2. Excessive delay in execution of order placed by the Bank. 10.1.3. Discrepancies / deviations in the agreed processes and/or products. 10.1.4. Failure of vendor to maintain the prescribed uptime for 2 consecutive quarters. 10.1.5. Failure of vendor to maintain the uptime of more than 99% in any quarter. 10.1.6. Failure of vendor to complete integration within 7 weeks of placement of order. 10.1.7. Any activity/incident which may affect the credibility of the Bank. 10.1.8. Violation of terms & conditions stipulated in this GEM BID.	Bidder request to include the following:  1. Termination for default be made mutual and on identical terms along with a cure period to cure defaults that are curable in nature.	Bidder has to comply with the GeM Bid terms.
27	Special Terms & Conditions of the Contract	<b>3. Local Support</b> 3.1. The bidder should be capable of meeting the service & support standards as specified in this tender. Service support should be available during every event.  3.2. Software, Drivers and Manuals: All related documents, manuals, catalogues and information furnished by the bidder shall become the property of the Bank.	Bidder seeks clarity on 3.1 as to "every event" Bidder seeks clarity on 3.2 as OTS service is provided. Software, drivers and manuals shall be provided by the bank in this project.	Kindly refer the Amendment-1 to this GeM bid.
28	Special Terms & Conditions of the Contract	<b>12. Inspection of Records</b>  Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Bank under this GEM BID and the vendor shall extend all cooperation in this regard.	Bidder request the bank to include inspection with at least 15 days prior notice to the service provider , may verify the accounts and records relating to the scope of the Agreement with Bank. Audit shall not be conducted by any competitor of the service provider.	Bidder has to comply with the GeM Bid terms.



**Prebid Queries and Replies for Bid Number: GEM/2021/B/1557839 dated 28/09/2021 for Selection of Service Provider for providing onsite technical support for Base24 ATM Switch in Canara Bank.**

29	Special Terms & Conditions of the Contract	<p><b>16. Insurance</b></p> <p>The Hardware to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such insurance cover should be available till installation of the Solution. If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of Solution.</p>	Bidder seeks clarity for this clause on the applicability.	This RFP/GeM Bid clause stands deleted.
30	Special Terms & Conditions of the Contract	<p><b>18. Intellectual Property Rights</b></p> <p>18.3. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.</p>	Bidder request bank to add the following -in cases of claims relating to IP infringement to be notified within 10 days of receiving the notice of claim from third party.	Bidder has to comply with the GeM Bid terms.
31	Special Terms & Conditions of the Contract	<p><b>19. Confidentiality and Non-Disclosure</b></p> <p>19.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-5.</p> <p>19.2. No media release/public announcement or any other reference to the GEM BID or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.</p>	Bidder request the bank to make the confidentiality clause mutual .	Bidder has to comply with the GeM Bid terms.



**Prebid Queries and Replies for Bid Number: GEM/2021/B/1557839 dated 28/09/2021 for Selection of Service Provider for providing onsite technical support for Base24 ATM Switch in Canara Bank.**

32	Special Terms & Conditions of the Contract	<p><b>20. Indemnity</b></p> <p>20.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:</p> <p>20.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</p> <p>20.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;</p> <p>20.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.</p>	<p>Bidder proposes to include the following mutual clause Notwithstanding anything to the contrary contained in this Agreement shall under any circumstances whatsoever be liable (whether by way of indemnity or otherwise) for any consequential, indirect, incidental, special, or punitive damages, whether foreseeable or unforeseeable, (including claims for loss, loss of goodwill, loss of profits, loss of business).</p>	<p>Bidder has to comply with the GeM Bid terms.</p>
33	Special Terms & Conditions of the Contract	<p><b>20. Indemnity</b></p> <p>20.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.</p> <p>20.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.</p> <p>20.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.</p> <p>20.2.3. All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.</p>	<p>1. Bidder seeks clarity on Clause 20.2 as this is not applicable to the bidder (the solution is provided by the bank). Bidder also request to know the definition of the term "Solution".</p> <p>2. Bidder seeks clause 20.2.2 to be mutual.</p> <p>3. Bidder proposes to modify clause 20.3 as follows - "In no event will Bidder's aggregate liability to the Bank under the Agreement exceed the service fees paid by Bank to Bidder in the last three months immediately preceding the month in which the claim arose under the Agreement".</p> <p>4. Bidder request the bank to make it mutual whereby bidder is indemnified for the loses on account of confidentiality, breach of contract by the Bank.</p>	<p>Bidder has to comply with the GeM Bid terms.</p>






**Prebid Queries and Replies for Bid Number: GEM/2021/B/1557839 dated 28/09/2021 for Selection of Service Provider for providing onsite technical support for Base24 ATM Switch in Canara Bank.**

34	Other Documents as per Specific Requirement form Bank	<b>Annexure-5</b> Non-Disclosure Agreement	Bidder requests to sign a mutual Non-Disclosure Agreement	Bidder has to comply with the GeM Bid terms.
35	Penalties/Liquidated Damages	13. All the above LDs are independent of each other and are applicable separately and concurrently.	Bidder suggests to modify Section 13 to include the following- However, the aggregate monthly liquidated damages imposed under this Agreement shall not exceed to 10% of the monthly fees charged to the Bank. Bidder shall issue a credit note equivalent to the agreed liquidated damages. Bank shall not set off the liquidated damages against the amount payable by the Bank.	Kindly refer the Amendment-1 to this GeM bid.
36	NA	<b>Additional Query</b>  NON-SOLICITATION	Bidder request to include a mutual non-solicitation clause - (b)Either Party agrees that during the term of this Agreement and a period of 2 (two) years thereafter, it will not, directly or indirectly or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce to recruit any employee or former employee, who are involved in the Purpose for a period of 24(twenty four) months after he / she leaving the services/employment, of the other Party, without the prior written consent of such other Party.	The clause suggested by the bidder is not acceptable to the Bank. Bidder has to comply with the GeM terms.
37	Annexure-2  Eligibility Criteria Declaration  Criteria no.	<b>Eligibility Criteria:</b> The Bidder should have a turnover of Rs.10 Crores or more for each year during the last three financial years 2018-19, 2019-20 and 2020-21. This must be the individual company turnover and not of any group of companies. <b>Documents to be submitted:</b> Bidder has to submit copies of audited Balance Sheets for last 3 Years [i.e. 2018-19, 2019-20 and 2020-21]. AND Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered Accountants should mandatorily contain Unique Document Identification Number.	The audit for the financial statement for year 2020-21 is under process. We will submit the same once it is audited . Meanwhile, request the bank to consider 2017-18 financial statements instead of 2020-21 statements and accordingly modify the clause as ' <i>Bidder has to submit copies of audited Balance Sheets for last 3 Years [i.e. 2017-18, 2018-19 and 2019-20].</i> AND <i>Bidder must produce a certificate from the Company</i> '	Kindly refer the Amendment-1 to this GeM bid.



38	Integrity Pact	<p><b>8. FALL CLAUSE</b></p> <p>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.</p>	Bidder request the bank to remove the fall clause.	Bidder has to comply with the GeM Bid terms.
39	NA	Additional Query	<p>The following Annexures are available in the RFP document</p> <ul style="list-style-type: none"> <li>- Annexure 1-Bid Security</li> <li>- Annexure 2-Eligibility</li> <li>- Annexure 7-Scope of Work</li> <li>-Annexure 11-BOM.</li> </ul> <p>Request the bank to provide Annexure 3,4,5,6,10 and any other Annexures, if applicable</p>	Bidder has to refer GeM bid where all annexures are uploaded.
40	NA	Additional Query	Request the bank to provide details/guidelines regarding the submission process.	Bidder has to submit the bid only under GeM portal.
41	NA	Additional Query	The understanding is that the hardcopy submission is not required. Please confirm.	Bidder has to submit the bid only under GeM portal.

Place: Bengaluru  
Date: 13/10/2021

  
**DEPUTY GENERAL MANAGER**  
