

Replies to prebid Queries for GEM/2025/B/6263978 dated 22/05/2025 for Selection of Vendor for End-To-End Implementation and Management of Digital One Time Combination (OTC) Locks in Capex ATMs and Cash Recyclers Under Opex Model for A Period Of 3 Years in Canara Bank.

SI No	Section	RFP Clause/Sub clause	Detailed Clause No	Bidders Query	Bank's Reply
1	SECTION A :BID SCHEDULE & ABBREVIATIONS	CLAUSE: 1.BID SCHEDULE SUB CLAUSE 8. Last Date, Time and Venue for Submission of Bids	Bid End Date/Time as per GeM Bid Document ... 12-06-2025 1500 Hrs	We request Bank to allow bidder at least 14 working days time to prepare & submit the bid in the Banks format post release of corrigendum & pre bid query response.	Bidder to refer the Corrigendum-1 for the same.
2	SECTION A :BID SCHEDULE & ABBREVIATIONS GEM Bid document	CLAUSE:1 BID SCHEDULE SUB CLAUSE 6. EMD details	EMD amount 50,00,000/-	Request bank to reduce the EMD amount to 20,00,000/-	Bidders to Comply with the RFP Terms and conditions.
3	SECTION B - INTRODUCTION 5.Requirement Details	CLAUSE :5 Requirement Details	SUB CLAUSE 5.2.The term of contract will be for a period of Three (3) years. However, Bank reserves the right to have an annual review on completion of 12 months from the date of acceptance of purchase order. If the services are found to be unsatisfactory Bank reserves the right to discontinue the Services.	We request the bank to kindly review this clause since bidder has to work the cost for 3 years and submit the prices and if this clause exist it would be difficult for price submission.	Bidders to Comply with the RFP Terms and conditions.
4	SECTION B - INTRODUCTION	CLAUSE :5 Requirement Details	5.2.The term of contract will be for a period of Three (3) years. However, Bank reserves the right to have an annual review on completion of 12 months from the date of acceptance of purchase order. If the services are found to be unsatisfactory Bank reserves the right to discontinue the Services.	We suggest that the Bidder should be notified before termination. Further, if the Bank is of view that the services are unsatisfactory, then the Bank needs to give advance notice of 30 days to the Bidder to rectify the unsatisfactory service and failure on part of the Bidder to cure the default then Agreement can be terminated.	Bidders to Comply with the RFP Terms and conditions.
5	SECTION B - INTRODUCTION	CLAUSE :5 Requirement Details SUB CLAUSE 5.2.	The term of contract will be for a period of Three (3) years. However, Bank reserves the right to have an annual review on completion of 12 months from the date of acceptance of purchase order. If the services are found to be unsatisfactory Bank reserves the right to discontinue the Services.	Request bank to modify the clause as follows: "If the services are not in accordance with the terms of this Agreement, the Bank reserves the right to discontinue the services."	Bidders to Comply with the RFP Terms and conditions.
6	SECTION B - INTRODUCTION	CLAUSE :5 Requirement Details SUB CLAUSE 5.1	Bank invites offers ('Technical Proposal' and 'Commercial Bid') for "Selection of vendor for end to end implementation and management of Digital One Time Combination (OTC) locks in Capex ATMs and Cash recyclers under OPEX model for a period of 3 years in Canara bank" as per terms & conditions and Scope of Work & other requirements described elsewhere in this document	Request bank to share the different Makes of Lock (S&G/MH/SECURAM) and their Series. Please confirm if the series of the locks As we have observed based on our past experience that the OTC locks of 23 series or below mostly needs the replacement. Also to provide the specific quantity of each (S&G/MH/SECURAM.)	Bank is having mostly S&G locks. However, in few sites securam locks are also there.
7	SECTION B - INTRODUCTION 7.Pre-Qualification Criteria	7.Pre-Qualification Criteria	7.2.The bidder who has successfully supplied the proposed solution in at least one of the previous three procurements in Canara Bank, may be granted an exemption from other pre-qualification criteria subject to satisfactory performance duly considering their proven credentials at the sole discretion of the	We request bank to remove this clause and there should no exemption for any bidder.	Bidders to Comply with the RFP Terms and conditions.
8	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	Project Timelines	CLAUSE 1: Project Timelines SUB CLAUSE : 1.3 The selected bidder should complete the One-time implementation, Configuration at the field (For the entire ordered locations as per the Purchase order issued), training to Bank custodians and Go-Live of the entire proposed One Time Combination locks at each ordered locations within Eight (8) weeks from the date of acceptance of the Purchase Order.	We request the bank to kindly have this 90 days for implementation for the entire project	Bidders to Comply with the RFP Terms and conditions.



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14	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	CLAUSE 4 : Penalties & Liquidated damages SUB CLAUSE 4.2.Penalties/liquidated damages for Onsite resources.	In case the resource goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank shall pay only the proportionate amount of resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% of the monthly resource cost for the respective resident resource for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% on the monthly Resident resource charges payable to the selected bidder.	Bidder would like to inform bank that the solution is a web based solution and can be controlled from the central office hence to remove the additional resource line item from the RFP as the resources would not make any value add to the bank. Bidder would also like to inform bank that if the resources are on leave then the bidder confirms all support to the bank branches and Key Management will not be impacted in case of any emergency leave taken by the resource bidder to request bank to remove this penalty clause from the RFP.	Selected bidder should ensure engaging sufficient number of graduate Resources at bidder's premises with minimum 2 years of experience in handling LMS, preparing and managing OTC keys and resolving otc key/otc lock error related issues.
15	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	CLAUSE: 3 Uptime	SUB CLAUSE 3.1 The selected bidder shall guarantee a 24x7x365 availability with monthly uptime of 98% for the solution as per Scope of Work (Annexure-9), during contract period, which shall be calculated on monthly basis	We request bank to please consider the uptime to 95%.	Bidders to Comply with the RFP Terms and conditions.
16	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	CLAUSE 4 : Penalties & Liquidated damages	SUB CLAUSE 4.2.Penalties/liquidated damages for Onsite resources. In case the resource goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper.	We request bank to please share the count of resources to placed along with their locations and qualifications.	Selected bidder should ensure engaging sufficient number of graduate Resources with minimum 2 years of experience in handling LMS, preparing and managing OTC keys and resolving otc key/otc lock error related issues.
17	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	CLAUSE 4 : Penalties & Liquidated damages SUB CLAUSE 4.1 Penalties/Liquidated damages for delay in completion as per the time limes scheduled would be as under: SUB SUB CLAUSE 4.1.1	4.1.1.Non-compliance of the One-time implementation, Configuration at the field (For the entire ordered locations as per the Purchase order issued), training to Bank custodians and Go-Live of the entire proposed One Time Combination locks at each ordered locations as per clause 1.3 will result in imposing penalty of 0.50% for each ordered location of the total cost for that particular location as per Table-A of Annexure-13 on delay in the above process per week or part thereof by the Bank. 4.1.2.However, the total Penalty/LD to be recovered under clause 4.1.1 shall be restricted to 10% of the total cost mentioned in Table-A of Annexure-13.	We suggest that before imposing any penalty it needs to be proved that there is default on part of the Bidder. Also, it may be considered to revise the penalty. Further we suggest deletion of Liquidated Damages as we cannot agree for the same. We further suggest to add below clause for this entire clause 4 : The Bank before imposing any penalty shall provide a details of the claim along with a detailed notice of such claim together with relevant supporting documents. Further, Bidder should be entitled for a cure period before such penalties are levied. Further, before imposing any penalty the Bank shall provide an advance notice of 15 days to rectify the defect / default, and the penalty shall be imposed only on failure to rectify the default.	Bidders to Comply with the RFP Terms and conditions.
18	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	CLAUSE 4 : Penalties & Liquidated damages SUB CLAUSE : 4.2 Penalties/liquidated damages for Onsite resources.	4.2 The Bank shall also impose a penalty of 0.5% of the monthly resource cost for the respective resident resource for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% on the monthly Resident resource charges payable to the selected bidder.	We sugges that he term liquidated damages to be deleted from this clause as we cannot agree for the same. We suggest to add below clause : The Bank before imposing any penalty shall provide a details of the claim along with a detailed notice of such claim together with relevant supporting documents. Further, Bidder should be entitled for a cure period before such penalties are levied. Further, before imposing any penalty the Bank shall provide an advance notice of 15 days to rectify the defect / default, and the penalty shall be imposed only on failure to rectify the default.	Bidders to Comply with the RFP Terms and conditions.



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19	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	CLAUSE 4 : Penalties & Liquidated damages SUB CLAUSE : 4.2 Penalties/liquidated damages for Onsite resources.	Penalties and liquidated damages: Penalties/liquidated damages for Onsite resources: In case the resource goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank shall pay only the proportionate amount of resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% of the monthly resource cost for the respective resident resource for each week and part thereof of absence. However, total penalty under this clause will be limited to 20% on the monthly Resident resource charges payable to the selected bidder.	Request bank to modify the penalty and liquidated damages cap of upto 5%.	Bidders to Comply with the RFP Terms and conditions.
20	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS 4. Penalties & Liquidated damages	All clause	NA	This is migration project and we request bank to support us on the migration and request bank to delete the clause of penalty.	Bidders to Comply with the RFP Terms and conditions.
21	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	CLAUSE 3: Uptime	3.Uptime 3.1.The selected bidder shall guarantee a 24x7x365 availability with monthly uptime of 98% for the solution as per Scope of Work (Annexure-9), during contract period, which shall be calculated on monthly basis. 3.2.The "Uptime" is, for calculation purposes, equals to the total contracted minutes in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted minutes. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same. 3.3.The selected bidder should consider high-availability at DC & DR with RPO of 15 minutes and RTO of 120 minutes. 3.4.The downtime calculated shall not include any failure due to bank, and Force Majeure. 3.5.The percentage uptime is calculated on monthly basis as follows: (Total contracted minutes in a month - Downtime minutes within contracted minutes) X 100 Total contracted minutes in a month 3.6. Contracted minutes of a month = No. of days in that month X 24 X 60.	Request bank to consider following as exclusions for the uptime calculation: (i) Downtime attributable to the Bank, its agents, employees, landlord with whom the Lease Deed / Leave & License agreement is directly executed and managed by the Bank. (ii) Power failures beyond battery backup available at the ATM, CRM, or as prescribed by the Bank from time to time (excluding any reasons not attributable to HPY). (iii) Travel Time and TAT for response and resolution for all types of calls like First Line Maintenance (FLM), Second Line Maintenance (SLM), etc. shall be as per response and resolution time mentioned. (iv) 30 minutes in case of Cash loading and EOD time of 30 minutes, 15 minutes in case of EOD or as recorded by the switch for such activity- whichever is lower. (v) Occurrence of a Force Majeure event duly notified to the Bank within 30 minutes of the knowledge of such incident to HPY. (vi) For SLM - Non access to a Branch ATM, CRM, due to non-access after end of Banking Hours or on non-Business Days etc. where intervention by the Bank's official is needed duly notified to the Bank in 30 minutes from the occurrence. (vii) Scheduled maintenance of ATM/CRM and related equipment duly notified to the Bank. (viii) Connectivity related downtime in case same is not managed by HPY which is duly notified to the Bank. (ix) Site Accessibility Issues: Non access to Branch ATM, CRM, due to non-access after Banking hours or on non-business data where intervention by the Bank's official is required. No accessibility during the night due to night patrolling by the local authorities like police authorities / sites being in captive locations, Sun outages (x) Delay in issuance of cash by the Bank/ Dishonor of indent by the Bank	RFP terms stands. This down time is related to the portal or application and the down time is related to the generation and delivery of OTC pass codes to ATM custodians.



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22	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	CLAUSE 4.3 Penalties/Liquidated damages for not maintaining uptime (Application): SUB CLAUSE 4.3.2	4.3.2.The maximum penalty levied under above clause 4.3.1 shall not be more than 10% of the Total cost of Ownership excluding onsite resource charges and cost of keys.	Request Bank to update as below: 4.3.2.The maximum penalty levied under above clause 4.3.1 shall not be more than 5% of the Total cost of Ownership <i>including</i> onsite resource charges and cost of keys.	Bidders to Comply with the RFP Terms and conditions.
23	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	CLAUSE 4.3.Penalties/Liquidated damages for not maintaining uptime (Application): SUB CLAUSE: 4.3.1	4.3.1.If the selected bidder fails to maintain the guaranteed monthly uptime of 98% for the OTC application/portal server/ solution as per Scope of Work (Annexure-9) during contract period, the penalty for monthly Uptime will be deducted as under: Level of availability calculated on monthly basisPenalty Amount 98% and aboveNo penalty Above 97.00% and up to 97.99%0.10% of Total cost of Ownership* for every hour or part thereof. Above 96.00% and up to 96.99%0.20% of Total cost of Ownership* for every hour or part thereof. Above 95% and up to 95.99%0.30% of Total cost of Ownership* for every hour or part thereof. Above 94.00% and up to 94.99%0.50% of Total cost of Ownership* for every hour or part thereof. Less than or up to 94.00%1.00% of Total cost of Ownership* for every hour or part thereof . *Total cost of Ownership excluding onsite resources charges and cost of keys.	Percentage TCO for entier base of 7500 machines is too stiff. We request the bank to amend or modify this clause to Percentage TCO of non-functional affected base only; and alos per every 0.5% downtime, insted of per hour for the below Level of availability calculatedon monthly basis.	Bidders to Comply with the RFP Terms and conditions.
24	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	4.3.Penalties/Liquidated damages for not maintaining uptime (Application):	4.3.3.If in any month during the contract period, the uptime is less than 94%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP and invoke Performance security. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the selected bidder during contract period.	We suggest to delete the below wordings as we cannot agree for any adjustment or decuction against the amount payable to us, instead we suggest that the amount received from CMS as penalty needs to be seperately claimed by debit note / credit note : The above penalty shall be deducted from any payments due to the selected bidder during contract period.	Bidders to Comply with the RFP Terms and conditions.
25	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	CLAUSE 4 : Penalties & Liquidated damages SUB CLAUSE: 4.7 Penalties/Liquidated Damages for non-performance	4.7 If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty/ Liquidated Damage for non-performance.	We suggest that before imposing any penalty it needs to be proved that there is default on part of the Bidder. Also, it may be considered to revise the penalty.	Bidders to Comply with the RFP Terms and conditions.



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26	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	CLAUSE 5 Payment Terms:	SUB CLAUSE 5.1 Payment will be made as per the schedule given below: 70% of Table A of Annexure 13 On completion of implementation in all the sites as per the number mentioned in PO and on submission of Invoice and Acceptance by the Bank and on production of relevant documents. 30% of Table A of Annexure 13 3 months from the date of Go-live.	We request the bank to pay 100% on the completion and hand over and the payment should be made within 30 days for the submission. If there is any delay from Bank side on payment release please incorporate interest charges from the bank.	Bidders to Comply with the RFP Terms and conditions.
27	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	CLAUSE 4.Penalties & Liquidated damages. SUB CLAUSE: 4.3.Penalties/Liquidated damages for not maintaining uptime (Application): SUB SUB CLAUSE: 4.3.1	4.3.1 If the selected bidder fails to maintain the guaranteed monthly uptime of 98% for the OTC application/portal server/ solution as per Scope of Work (Annexure-9) during contract period, the penalty for monthly Uptime will be deducted as under	Bidder would like to request bank to change the guaranteed monthly Uptime from 98% to 96%	Bidders to Comply with the RFP Terms and conditions.
28	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	CLAUSE 4.Penalties & Liquidated damages. SUB CLAUSE: 4.3.Penalties/Liquidated damages for not maintaining uptime (Application): SUB SUB CLAUSE: 4.3.1	4.3.1 Penalty Amount - Total cost of Ownership* for every hour or part thereof	Bidder would like to request bank that the penalty amount not to calculate on hourly basis but instead it should be calculated if the guaranteed Monthly availability	Bidders to Comply with the RFP Terms and conditions.
29	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	CLAUSE 4.Penalties & Liquidated damages. SUB CLAUSE: 4.3.Penalties/Liquidated damages for not maintaining uptime (Application): SUB SUB CLAUSE: 4.3.1	4.3.2 The maximum penalty levied under above clause 4.3.1 shall not be more than 10% of the Total cost of Ownership excluding onsite resource charges and cost of keys.	Bidder would like to request bank to amend the Clause and to rephrase as below "The maximum penalty levied under above clause 4.3.1 shall not be more than 5% of the Total cost of Ownership including onsite resource charges and cost of keys."	Bidders to Comply with the RFP Terms and conditions.
30	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	Penalties/Liquidated Damages for non-performance	4.10 The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the selected bidder under this purchase contract or may be recovered by invoking of Performance Security or otherwise from selected bidder or from any other amount payable to the selected bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.	We cannot agree for deduct of penalty from the payments to be made to us. We suggest separate debit note / credit note to be raised for recovery of penalty. Notwithstanding anything contained elsewhere in this Agreement, the maximum aggregate liability of the Bidder hereunder (whether arising out of or in relation to indemnity, contract, tort, including negligence or otherwise) shall in no event exceed the aggregate invoice amount for 12 months. In no event shall the Bidder be liable for any indirect, incidental, consequential or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to this Agreement and/or its subject matter, whether such liability is asserted on the basis of contract, tort or otherwise even if such party has been advised of the possibility of such damages.	Bidders to Comply with the RFP Terms and conditions.



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31	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	5. Payments will be made as per the schedule given below	5.1 Condition/Remarks 1. On completion of implementation in all the sites as per the number mentioned in PO and on submission of Invoice and Acceptance by the Bank and on production of relevant documents	We request the bank to amend or modify this clause as 70% of the payment will be released. Table A of Annexure 13 On completion of implementation, successful pilot sites signed off. and on submission of the invoice and acceptance by the bank and on production of relevant documents 30% of the payment will be released. Table A of Annexure 13 3 months from the date of pilot sites signed off.	Bidders to Comply with the RFP Terms and conditions.
32	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS., Paymet terms	Payment Terms, 5.6 Clause	New Clause	we suggest tp delete the below wordings : "after deducting the applicable LD/Penalty" After insertion of Clause 5.6 please add below wordings : Bank shall return any incorrect invoice to the Bidder within (three)3 working days of receipt of invoice, After such three (3) working days of receipt of the invoice, the invoice shall be considered correct/proper and Bank shall be obliged to make payments accordingly. Should Bank dispute in good faith all or any portion of the amount due or require any adjustment to the fees, Bank may withhold payment of the disputed amount but shall notify the Bidder in writing of the nature and basis of the dispute and/or adjustment within (three) 3 working days from the date of receipt of the invoice and the accepted amount shall be settled through debit note/credit note. Each party shall use its commercially reasonable and good faith efforts to resolve the dispute prior to the payment due date. In case of any delay for payment of the billed amount more than stipulated period, the interest @ 18% per annum will be levied on the outstanding amount from the date of default until actual realization and if the payments are still not processed for further period on 2 months, the Bidder shall also be entitled to suspend Services and such suspension shall not be termed as breach of the Agreement by the Bidder and could not be held responsible or penalized for Service lapses.	Bidders to Comply with the RFP Terms and conditions.



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33	Section C- DELIVERABLE AND SERVICE LEVEL AGREEMENTS	Clause 13- Right to Audit	13.1. The VENDOR has to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.	Bidder proposes that the clause be modified as given below: "13.1. The VENDOR has, with reasonable notice in advance of not less than 30 days from the Bank (except in case of audit by RBI or any regulatory or statutory authority having jurisdiction on the Bank's business operations where the requirement of notice is waived), to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.	Bidders to Comply with the RFP Terms and conditions.
34	Section- C / Deliverable and Service Level Agreements	The bidder will be responsible for attending complaints on 24*7*365 basis during the contract period	Local Support / Point 7.4	We request the bank to please consider the timings from 7am to 9pm on all days taking into account the operating hours as per MHA.	Bidders to Comply with the RFP Terms and conditions.
35	Section- C / Deliverable and Service Level Agreements	Local Support	Local Support / Point 7.5:Support has to cover to solve day-to-day issue while using the proposed solution in our environment like resolving the issues related to incident, security threat, signature updates, daily updates, product related issues and any other issues to the Bank as per SOW/SLA at no extra cost	We request bank to please provide more clarification on the same.	RFP Terms are self-explanatory & Bidders to Comply with the RFP Terms and conditions.
36	SECTION C	Scope of work, Clause 8.3	8.3. During the course of the project, there might be related areas which Bank would like the selected Bidder to undertake which may not have envisaged earlier. Bank reserves the right to pause the work at any point of time and use the services partially.	Requesting the Bank to make the following amendments 6.3. During the course of the project, there might be related areas which Bank would like the selected Bidder to undertake which may not have envisaged earlier. Bank reserves the right to pause the work at any point of time and use the services partially by providing due notice of atleast 60 days to the selected Bidder	Bidders to Comply with the RFP Terms and conditions.
37	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	8. Software, Drivers and Manuals	The selected bidder shall supply along with each item all the related documents, Software Licenses loaded in the Hardware items without any additional cost. The documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Other Software and Drivers etc.	Bidder would like to inform bank to delete this clause as this is not applicable because bidder will host the software and will provide training to bank regarding keys and web Portal usage.	Bidders to Comply with the RFP Terms and conditions.
38	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	9. Documents, Standard Operating Procedures and Manuals	All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the Bidder shall become the property of the Bank.	Bidder would like to inform bank to delete this clause as this is not applicable because bidder will host the software and will provide training to bank regarding keys and web Portal usage.	Bidders to Comply with the RFP Terms and conditions.



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39	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS 10.Integration & Interfaces	Integration & Interfaces	10.1 The selected bidder has to work with different application vendors in order to integrate the websites to the existing workload or new workloads during contract period.	Request Bank to clarify which application vendors and websites referred to?	The details will be provided to selected bidder.
40	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS 10.Integration & Interfaces	Integration & Interfaces	10.2 The selected bidder has to work with different teams of Bank & application OEMs/SIs to understand the policies requirement and configurations of respective applications for the offered solution	Request Bank to clarify which Bank's teams and application OEM/SIs and configurations of applications referred to?	Teams/sections under Technology services wing.
41	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS 10.Integration & Interfaces	Integration & Interfaces	10.1 The selected bidder has to work with different application vendors in order to integrate the websites to the existing workload or new workloads during contract period.	Please explain this clause.	The details will be provided to selected bidder.
42	SECTION C - DELIVERABLE AND S	12.Subcontracting:	12.1.VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.	The request of the Bidder should not be unreasonable withheld or delayed by the Bank. Bank to make to modify the clause to cover the above provision.	Bidders to Comply with the RFP Terms and conditions.
43	DELIVERABLE AND SERVICE LEVEL	13.Right to Audit	13.1.The VENDOR has to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER. 13.2.Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed. 13.3.The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to the PURCHASER and/or auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with	The Bank has to provide 7 days prior written notice, before conducting the audit and the audit has to be conducted during the normal business hours of the Bidder, without disturbing the normal operations of the Bidder. The Bidder shall produce all the relevant documents directly related to the Services being provided under the SLA/ RFP	Bidders to Comply with the RFP Terms and conditions.



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			the services provided to the PURCHASER.		
44	SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS	12.Subcontracting	12.1.VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK. 12.2.Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.	The Successful Bidder shall be permitted to sub-contract any of its obligations under this RFP to its affiliates, subsidiaries and preferred vendors without consent from Bank, and the same shall not be considered as Sub-contracting or assignment, mentioned under this agreement.	Bidders to Comply with the RFP Terms and conditions.
45	Section-D:Bid Process	6.Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD :	6.1.The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount as mentioned in the Bid Schedule by way of Insurance Surety Bonds, account payee demand draft drawn on any Scheduled Commercial Bank in India in favour of Canara Bank, payable at Bengaluru, fixed deposit receipt, or banker's cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the Bank's interest in all respects. The bid security should remain valid for a period of 45 (forty-five) days beyond the final bid validity period.	As we are more than 500 Cr company request the bank to amend this clause EMD exemption is allowed as per GEM guidelines.	Bidder to refer General terms and Conditions of GeM with reference to exemption of EMD/Bid security
46	Section-D:Bid Process	6.Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD : Clause 6.1	The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount as mentioned in the Bid Schedule	Pls exempt MSME companies from submitting EMD	Bidder to refer General terms and Conditions of GeM with reference to exemption of EMD/Bid security
47	Section-D:Bid Process	11. Submission Of bids, Submission Deadline	12th June 2025	Bidder would like to request bank to extend the deadline and provide Min 2 weeks from the date of release of Pre Bid Responses.	Bidder to refer the Corrigendum-1 for the same.
48	Section-D:Bid Process	11.1.Submission of Bids	The physical documents (viz., EMD, Integrity Pact etc.,) should be submitted to the below mentioned officials before the bid end date & time at the Venue specified in the Bid Schedule	Pls confirm that only EMD, Integrity pact, documents need to be submitted physically and not the entire Technical and commercial bid	RFP Terms are self-explanatory & Bidder with comply with RFP terms and conditions.
49	SECTION F - OWNERSHIP & AWARDING OF CONTRACT.	9. Performance Security	9.2.If the Performance Security is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the total value of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee/Performance Security. The total penalty under this clause shall be restricted to 2.5% of the TCO.	We request the Bank to remove the late submission PBG . This could be mutual discussed.	Bidders to Comply with the RFP Terms and conditions.



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50	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	9. Performance Security	The successful bidder should submit a Performance Security equivalent to 5% of the Total Cost of Ownership (TCO) within 28 days from the date of acceptance of the Purchase Order with the validity period of 38 months from the acceptance of PO. The guarantee should also contain an additional claim period of 2 months from the last date of validity.	Request bank to reduce performance security equivalent to 3% of the TCO.	Bidders to Comply with the RFP Terms and conditions.
51	Section F-OWNERSHIP & AWARDING OF CONTRACT	Clause 12 - Order Cancellation/Termination of Contract	12.1 The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice.	Since the selected bidder will do reasonable investment considering the entire contract term, we request bank to either remove this clause or add provision to pay foreclosure charges in case bank decides to terminate the agreement for its convenience.	Bidders to Comply with the RFP Terms and conditions.
52	Section F-OWNERSHIP & AWARDING OF CONTRACT	Clause 12 - Order Cancellation/Termination of Contract	12.2 The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:	Bidder would like to request bank to provide a cure period of 60 Days before exercising the termination.	Bidders to Comply with the RFP Terms and conditions.
53	Section F-OWNERSHIP & AWARDING OF CONTRACT	Clause 12 - Order Cancellation/Termination of Contract	12.1 The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice.	Requesting the Bank to make the following amendments 12.1.The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 120 day's notice.	Bidders to Comply with the RFP Terms and conditions.
54	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	9. Performance Security	9.7.The Bank shall invoke the Bank guarantee before the expiry of claim period, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. In such case Bank reserves the right to invoke the Bank Guarantee/Security Deposit at its entirety and not based on proportion. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.	The Bank's right to invoke the Bank Guarantee shall be only after giving sufficient right to the Bidder to rectify the defaults, and the Bank will invoke the Bank Guarantee only if there is failure on part of the Bidder to rectify the default.	Bidders to Comply with the RFP Terms and conditions.
55	SECTION F - OWNERSHIP & AWARDING OF CONTRACT 12.1	Clause 12 - Order Cancellation/Termination of Contract	12.1.The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 day's notice	We suggest that both the Parties should be entitled to terminate the Agreement due to default on part of the other party. We cannot agree for convenience termination as there is cost involved by the service Provider in procuring the material and we can agree for convenience termination only if we have right to recover damages from Bank for the loss suffered by us due to such earlier termination of the agreement. We request the bank to modify/amend this clause as For this Termination at Convenience, Bank will buy & pay for the Keys specifically ordered for Bank's OTC project.	Bidders to Comply with the RFP Terms and conditions.



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56	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	Order Cancellation/Termination of Contract	12.2.The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:	We suggest that before termination of the Agreement, the Bank needs to give an advance notice of 30 days to the Bidder to rectify the default and the agreement can be terminated on ly in case the Bidder fails to rectify the default. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT by giving a prior written notice of 60 days at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages to the extent of proven damages/losses in terms of the contract, in the event of one or more of the following conditions:	Bidders to Comply with the RFP Terms and conditions.
57	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	Clause 12 - Order Cancellation/Termination of Contract: Clause 12.2	The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract	Request bank to modify the clause as follows: The bidder should only be held responsible for actual, proven damages only.	Bidders to Comply with the RFP Terms and conditions.
58	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	Clause 12 - Order Cancellation/Termination of Contract	12.3.Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.	12.3.Bank shall serve the notice of termination to the Vendor/Service Provider at least 120 days prior, of its intention to terminate services.	Bidders to Comply with the RFP Terms and conditions.
59	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	Clause 12 - Order Cancellation/Termination of Contract	NEW CLAUSE	The Termination right for Bidder to be included for convenience without assigning any reasons by 90 days notice and termination right for breach or default on the part of the Bank to be included including but not limited to default on payment of fees within the due date by issuing 30 days notice to the Bank. Bank to include the clauses as per the above requirement.	Not considered. RFP terms stands.
60	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	Clause 12 - Order Cancellation/Termination of Contract	12.7.In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.	In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards proven non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.	Bidders to Comply with the RFP Terms and conditions.
61	SECTION F - OWNERSHIP & AWARDING OF CONTRACT	Clause 12 - Order Cancellation/Termination of Contract	After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.	Request bank to modify the clause as follows: In the event, the Bank engage another party, the vendor shall be liable for additional costs the Bank incurs, without clear limits . This creates uncapped financial liability, even if the contract is canceled for reasons beyond the vendor's control.	Bidders to Comply with the RFP Terms and conditions.



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62	SECTION G - GENERAL CONDITIONS	Clause 6 - Inspection of Records	Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Bank under this RFP and the selected bidder shall extend all cooperation in this regard	There is already a separate section on audit rights. Hence Bidder proposes that this section be deleted.	Bidders to Comply with the RFP Terms and conditions.
63	SECTION G - GENERAL CONDITIONS	Clause 10- Intellectual Property Rights	Entire section 10.	Request bank to remove this condition as it is not practically possible to provide such warranty. However, the Bidder can provide an IP indemnity in its standard format, if there is any third party claim filed against the Bank.	Bidders to Comply with the RFP Terms and conditions.
64	SECTION G - GENERAL CONDITIONS	6. Inspection of Records	Inspection of Records Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Bank under this GeM bid and the vendor shall extend all cooperation in this regard.	The Bank has to provide 7 days prior written notice, before conducting the audit and the audit has to be conducted during the normal business hours of the Bidder, without disturbing the normal operations of the Bidder.	Bidders to Comply with the RFP Terms and conditions.
65	SECTION G - GENERAL CONDITIONS	7. Negligence	Negligence In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.	The order by the Bank has to be mutually agreed between the Parties, before such order is issued by the Bank. Bank to modify the clause accordingly.	Bidders to Comply with the RFP Terms and conditions.
66	SECTION G - GENERAL CONDITIONS	8. Assignment	8.1 VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, it's obligations to perform under the Contract, except with the BANK's prior written consent.	We propose the following: The Successful Bidder shall be permitted to sub-contract any of its obligations under this RFP to its affiliates, subsidiaries and preferred vendors without consent from Bank, and the same shall not be considered as Sub-contracting or assignment, mentioned under this agreement.	Bidders to Comply with the RFP Terms and conditions.



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67	SECTION G - GENERAL CONDITIONS	10. Intellectual Property Rights	10.2.3 Notwithstanding the remedies contained herein, VENDOR/ SERVICE PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the BANK to use the proposed solution.	Notwithstanding the remedies contained herein, VENDOR/ SERVICE PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the BANK to use the proposed solution. We further suggest to add below clause : The Bank before imposing any penalty shall provide a details of the claim along with a detailed notice of such claim together with relevant supporting documents. Further, Bidder should be entitled for a cure period before such penalties are levied. Further, before imposing any penalty the Bank shall provide an advance notice of 15 days to rectify the defect / default, and the penalty shall be imposed only on failure to rectify the default.	Bidders to Comply with the RFP Terms and conditions.
68	SECTION G - GENERAL CONDITIONS	11. Confidentiality and Non-Disclosure	11.2 VENDOR/ SERVICE PROVIDER 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.	We propose insertion of the following: Notwithstanding anything contained elsewhere in this Agreement, the maximum aggregate liability of the Bidder hereunder (whether arising out of or in relation to indemnity, contract, tort, including negligence or otherwise) shall in no event exceed the aggregate invoice amount for 12 months. In no event shall the Bidder be liable for any indirect, incidental, consequential or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to this Agreement and/or its subject matter, whether such liability is asserted on the basis of contract, tort or otherwise even if such party has been advised of the possibility of such damages.	Bidders to Comply with the RFP Terms and conditions.
69	SECTION G - GENERAL CONDITIONS	11. Confidentiality and Non-Disclosure	VENDOR/ SERVICE PROVIDER 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. VENDOR/ SERVICE PROVIDER 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.	Request bank to modify the clause as follows: VENDOR/ SERVICE PROVIDER 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. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any actual loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information.	Bidders to Comply with the RFP Terms and conditions.
70	SECTION G - GENERAL CONDITIONS	11. Confidentiality and Non-Disclosure	<u>Confidentiality and Non-Disclosure</u>	Proposed to make the clause mutual as the Bank will receive confidential data of the selected Bidder while availing the services	Bidders to Comply with the RFP Terms and conditions.
71	SECTION G - GENERAL CONDITIONS	15. Business Continuity Plan:	15.2. The service provider/vendor shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.	Bidder proposes deletion of the last sentence in RED as the reports of the BCP conducted will be shared with bank during the audit when asked for,	Bidders to Comply with the RFP Terms and conditions.
72	SECTION G - GENERAL CONDITIONS	Service Levels	14.1 In case the vendor fails to maintain the Service Levels, Liquidated damages or other remedies as detailed in RFP/GeM Bid/PO shall be imposed/availed on the Bidder/Vendor/Service provider.	We request for deletion of this Clause.	Bidders to Comply with the RFP Terms and conditions.



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73	SECTION G - GENERAL CONDITIONS	Service Levels	During the term of the contract, the bidder/ vendor shall maintain the Service Levels as detailed in RFP/GeM Bid/PO. In case the vendor fails to maintain the Service Levels, Liquidated damages or other remedies as detailed in RFP/GeM Bid/PO shall be imposed/availed on the Bidder/Vendor/Service provider.	Request bank to remove Liquidated damages.	Bidders to Comply with the RFP Terms and conditions.
74	SECTION G - GENERAL CONDITIONS	Clause 16- Hiring of Bank Staff or Ex-Staff:	The BIDDER/VENDOR/ SERVICE PROVIDER or subcontractor(s) shall not hire any of the existing/ ex/retired employees of the Bank during the contract period or after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the Bidder/VENDOR/ SERVICE PROVIDER or subcontractor(s). The period /duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank.	Bidder proposes that the clause be revised as below: "The BIDDER/VENDOR/ SERVICE PROVIDER or subcontractor(s) shall not hire any of the existing/ ex/retired employees of the Bank directly engaged in the services specified in this RFP during the contract period or for one year after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the Bidder/VENDOR/ SERVICE PROVIDER.	Bidders to Comply with the RFP Terms and conditions.
75	SECTION G - GENERAL CONDITIONS	18. Protection of Data	18.1 If any data to be shared between the Bank and Vendor/Service provider for the purpose of the contract, the same shall be shared through secured channels in an encrypted manner. The Vendor/ Service Provider shall process the relevant data at _____ (furnish the location)	If any data to be shared between the Bank and Vendor/Service provider for the purpose of the contract, the same shall be shared through secured channels in an encrypted manner. The Vendor/ Service Provider shall process the relevant data at Mumbai (furnish the location)	Bidders to Comply with the RFP Terms and conditions.
76	SECTION G - GENERAL CONDITIONS	20. Indemnity	20.1.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: 20.2.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.	We cannot be responsible for any indirect loss and we undertake to indemnify bank from and against any direct proven losses in lieu of non performance under this Agreement. To be inserted: The Indemnities shall always be subject to the adherence of the reconciliation process and limit on liability. Bank, shall, while making any indemnity claim, provide a detailed notice of such claim, together with relevant supporting documents. The Bidder shall not be responsible under indemnity provisions in this Agreement to the extent that loss is attributable to the negligence and/or breach of this Agreement or breach of Applicable laws by Bank or its employees or for any services that is availed by Bank outside the scope of this Agreement. The Indemnities shall always be subject to the adherence of the reconciliation process and limit on liability.	Bidders to Comply with the RFP Terms and conditions.



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77	SECTION G - GENERAL CONDITIONS	20. Indemnity	<p>20.1. 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:</p> <p>20.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;</p> <p>20.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;</p> <p>20.1.3. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider</p>	<p>Request bank to modify the clause as follows: VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actual 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 VENDOR/ SERVICE PROVIDER;</p> <p>20.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;</p> <p>20.1.3. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider</p>	Bidders to Comply with the RFP Terms and conditions.
78	SECTION G - GENERAL CONDITIONS	20. Indemnity	<p>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.</p>	<p>Request bank to modify the clause as follows: VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all actual 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>	Bidders to Comply with the RFP Terms and conditions.
79	SECTION G - GENERAL CONDITIONS	20. Indemnity	<p>20.3. VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project</p>	<p>We intend to delete this clause and replace with the below clause: Notwithstanding anything contained elsewhere in this Agreement, the maximum aggregate liability of the Bidder hereunder (whether arising out of or in relation to indemnity, contract, tort, including negligence or otherwise) shall in no event exceed the aggregate invoice amount for 12 months.</p>	Bidders to Comply with the RFP Terms and conditions.
80	SECTION G - GENERAL CONDITIONS	21. Conflict of Interest	<p>21.3. BIDDER/VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Bank, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the Bank may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER</p>	<p>BIDDER/VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Bank, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the Bank may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER in provisions of Termination clause; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER</p>	Bidders to Comply with the RFP Terms and conditions.
81	SECTION G - GENERAL CONDITIONS	20. Indemnity: Clause:20.3	<p>VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project.</p>	<p>Request bank to consider the aggregate liability to an overall limit of 5% of Total cost of the project.</p>	Bidders to Comply with the RFP Terms and conditions.



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82	SECTION G - GENERAL CONDITIONS	Clause 22.1 - General Conditions to Contract	22.1.The VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank	This is covered under audit clause. Hence Bidder suggests deletion of this provision.	Bidders to Comply with the RFP Terms and conditions.
83	SECTION G - GENERAL CONDITIONS	Clause 22.2 and 22.3- General Conditions to Contract	22.2.The VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information 22.3.The VENDOR/ SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note no:RBI/2023-24/102 DoS.CO.SITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications	Bidder proposes that clause 22.2 be deleted as this is not relevant. Clause 22.3 be revised as under: "The selected Bidder should on commercially reasonable basis support the Bank to abide by guidelines issued by RBI Master Direction on Outsourcing of IT Services."	Bidders to Comply with the RFP Terms and conditions.
84	SECTION G - GENERAL CONDITIONS	Clause 22.12 - General Conditions to Contract	22.12.The Vendor/Service Provider shall be liable for any loss caused to the bank due to any wilful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud, in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/ or transactions	This is covered under indemnity. Hence Bidder suggests deletion.	Bidders to Comply with the RFP Terms and conditions.
85	SECTION G - GENERAL CONDITIONS	22. General Conditions to Contract	22.12.The Vendor/Service Provider shall be liable for any loss caused to the bank due to any wilful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud, in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/ or transactions.	We intend to delete this clause and replace with the below clause: Notwithstanding anything contained elsewhere in this Agreement, the maximum aggregate liability of the Bidder hereunder (whether arising out of or in relation to indemnity, contract, tort, including negligence or otherwise) shall in no event exceed the aggregate invoice amount for 12 months.	Bidders to Comply with the RFP Terms and conditions.



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86	SECTION G - GENERAL CONDITIONS	Clause 23- Force Majeure (Definition)	23.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.	Bidder suggests that the definition be modified as follows: " For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, or Government, strikes, wars, insurrections, riots, earth quake and fire, epidemic, pandemic, lockdowns Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.	Bidders to Comply with the RFP Terms and conditions.
87	SECTION G - GENERAL CONDITIONS	23. Force Majeure	23.4 Notwithstanding above, the decision of the BANK shall be final and binding on the VENDOR/ SERVICE PROVIDER.	Notwithstanding above, the decision of the BANK shall be final and binding on the VENDOR/ SERVICE PROVIDER upon giving reasonable opportunity to to the Service Provider to rectify the delay/defect.	Bidders to Comply with the RFP Terms and conditions.
88	SECTION G - GENERAL CONDITIONS	23. Force Majeure	For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.	Request bank to modify the clause as follows: For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by events such as but not limited to acts of God, wars, insurrections, riots, earth quake and fire, terrorist attacks, cyber-attacks and break out of Epidemics/ Pandemics or breakage or accident to machinery or equipment, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.	Bidders to Comply with the RFP Terms and conditions.
89	SECTION G - GENERAL CONDITIONS	30.Social Media Policy		Bidder would like to request bank to delete the clause as the MSP are not aware of Bank social media policy.	Bidders to Comply with the RFP Terms and conditions.
90	SECTION G - GENERAL CONDITIONS	31.Resolution of Disputes	31 Place of Arbitration shall be Bengaluru, INDIA which will be governed by Indian Arbitration and Conciliation Act 1996.	Place of Arbitration shall be Mumbai, INDIA which will be governed by Indian Arbitration and Conciliation Act 1996.	Bidders to Comply with the RFP Terms and conditions.
91	SECTION G - GENERAL CONDITIONS	31.Resolution of Disputes, 32.Legal Disputes and Jurisdiction of the court	All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, CP & VM Vertical, Technology Services Wing, HO - GEM/2025/B/6263978 dated 22/05/2025 Page 48 of 121 abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there-in the specific disputes. In the event of parties failing to consent upon a single arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole arbitrator as provided under the Arbitration and Conciliation Act 1996.Place of Arbitration shall be Bengaluru, INDIA which will be governed by Indian Arbitration and Conciliation Act 1996. Proceedings of Arbitration shall be conducted in English language only.	Request bank to change the Court and Jurisdictions as "Mumbai"	Bidders to Comply with the RFP Terms and conditions.



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92	SECTION G - GENERAL CONDITIONS	32. Legal Disputes and Jurisdiction of the court	32.2. All disputes and controversies between Bank and bidder shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court as this RFP/Contract agreement shall be governed by the laws of India.	All disputes and controversies between Bank and bidder shall be subject to the exclusive jurisdiction of the courts in Mumbai and the parties agree to submit themselves to the jurisdiction of such court as this RFP/Contract agreement shall be governed by the laws of India.	Bidders to Comply with the RFP Terms and conditions.
93	SECTION H- PURCHASE PREFERENCE	3. Procurement through Local Suppliers (Make in India):	NA	Please let us know how bank will consider MII	RFP Terms are self-explanatory & Bidders to Comply with the RFP Terms and conditions.
94	Annexure-2 Pre-Qualification Criteria	Annexure-2 Pre-Qualification Criteria	2. The Bidder should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 19/07/2024.	Please let us know how bank will consider MII	RFP Terms are self-explanatory & Bidders to Comply with the RFP Terms and conditions.
95	Annexure-1 Bid Covering Letter	Para No. 3	We also confirm that, we will not sub contract part or complete assignment Consultancy to any other agency or individual without obtaining prior permission of the Bank.	We propose to replace with the following: The Successful Bidder shall be permitted to sub-contract any of its obligations under this RFP to its affiliates, subsidiaries and preferred vendors without consent from Bank, and the same shall not be considered as Sub-contracting or assignment, mentioned under this agreement.	Bidders to Comply with the RFP Terms and conditions.
96	Pre Qualification Criteria / Annexure - 2	Qualification Criteria/ 2nd point:	The Bidder should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 19/07/2024.	We would request the bank to modify the clause to "The Bidder / Partners should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 19/07/2024."	Bidders to Comply with the RFP Terms and conditions.
97	Annexure-2 Pre-Qualification Criteria	Annexure-2 Pre-Qualification Criteria	8. Bidder should have supplied/installed, Commissioned/operationalized digital OTC Locks along with a centralized OTC management solution in India to at least 2 scheduled public sector banks/private sector banks in the last three years as on the date of submission of bid.	Please change this as below Bidder should have supplied/installed, Commissioned/operationalized digital OTC Locks along with a centralized OTC management solution in India to at least 1 scheduled public sector banks/private sector banks in the last three years as on the date of submission of bid.	Bidders to Comply with the RFP Terms and conditions.
98	Pre Qualification Criteria / Annexure - 2	Clause 8	Bidder should have supplied/installed, Commissioned/operationalized digital OTC Locks along with a centralized OTC management solution in India to at least 2 scheduled public sector banks/private sector banks in the last three years as on the date of submission of bid. The solution offered should be currently running successfully in a Public/private sector banks as on the date of the RFP.	We would request the bank to modify the clause to, "Bidder / Partners should have supplied/installed, Commissioned/operationalized digital OTC Locks along with a centralized OTC management solution in India to at least 2 scheduled public sector banks/private sector banks in the last three years as on the date of submission of bid. The solution offered should be currently running successfully in a Public/private sector banks as on the date of the RFP.	Bidders to Comply with the RFP Terms and conditions.
99	Annexure-2 Pre-Qualification Criteria	Qualification Criteria	6. The bidder should have an average annual turnover of Rs.15 Crores during last 3 financial years (i.e., 2021-22 & 2022-23, 2023-24) from Indian operations. This must be the individual company turnover and not of any group of companies.	We request the bank to amend or modify this clause as The bidder should have an average annual turnover of Rs.15 Crores during last 3 financial years (i.e., 2022-23 & 2023-24, 2024-25) from Indian operations. This must be the individual company turnover and not of any group of companies.	Bidders to Comply with the RFP Terms and conditions.
100	Eligibility Criteria	8	Bidder should have supplied/installed, Commissioned/operationalized digital OTC Locks along with a centralized OTC management solution in India to at least 2 scheduled public sector banks/private sector banks in the last three years as on the date of submission of bid.	Pls accept PO copies from Cooperative and DCCB banks also.	Bidders to Comply with the RFP Terms and conditions.



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101	Annexure-2 Pre-Qualification Criteria	Annexure-2 Pre-Qualification Criteria	10. Bidder should have complaint monitoring system for maintenance of OTC Locks in place with Toll Free numbers, app based system and e-Mail system for call logging.	Please let us know of this requirement.	RFP Terms are self-explanatory and RFP terms stands. If any issue arises related to OTC mechanism after activation in the otc lock for that a complaint lodging system should be there for monitoring and resolving the issue on time bound manner.
102	Pre Qualification Criteria / Annexure - 2	Qualification Criteria/ 9th point:	The bidder should have network of service centers PAN India (Metro, Urban, Semi Urban and Rural) of its own or should have back to back tie-up arrangement with third party for such service in centers including where Bank's circle offices/Regional offices situated.	We would request the bank to modify the clause to, "The bidder / Partners should have network of service centers PAN India (Metro, Urban, Semi Urban and Rural) of its own or should have back to back tie-up arrangement with third party for such service in centers including where Bank's circle offices/Regional offices situated."	Bidders to Comply with the RFP Terms and conditions.
103	Pre Qualification Criteria / Annexure - 2	Qualification Criteria/ 10th point:	Bidder should have complaint monitoring system for maintenance of OTC Locks in place with Toll Free numbers, app based system and e-Mail system for call logging.	We would request the bank to modify the clause to, "Bidder/ Partners should have complaint monitoring system for maintenance of OTC Locks in place with Toll Free numbers, app based system and e-Mail system for call logging."	Bidders to Comply with the RFP Terms and conditions.
104	Annexure-5 Make in India Certificate	Make in India Certificate	(To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs.10 crores giving the percentage of local content.)	Please let us know how the MII will be applicable, since this is a migration activity.	RFP Terms are self-explanatory & Bidders to Comply with the RFP Terms and conditions.
105	Annexure-5	Make in India Certificate		Bidder would like to inform bank that since this is a Web based tool there is no need for Make in India certification. RED Keys and Black are made available by the OEM (S&G) hence bidder would request bank to remove this clause.	Bidders to Comply with the RFP Terms and conditions.
106	Annexure - 5	Make in India certificate	2. "We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a Bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law". 3. "We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal".	This is to inform bank that, Statutory auditor would not be able to certify point no. 2 and 3 of Annexure-5; therefore we request Bank to allow the bidder to give self declaration for the point 2 and 3. Hence request Bank to Modify the Annexure 5.	Bidders to Comply with the RFP Terms and conditions.
107	Annexure 9 Scope of work	Annexure 9 Scope of work	1.4 Bidders should have arrangement with more than one SMS Gateway service provider to send the OTC pass code to the registered mobile number of bank custodian. Bidders to mention the names of 2 SMS Gateway service providers who are providing services to the bidder.	Please clarify this requirement	Annexure 9 scope of work point no. 1.4 and 2.4 is self explanatory.
108	Annexure 9 Scope Of Work	Proposed Scope 1.2	The offered solution and environment should be PA-DSS and PCI-DSS certified, wherever applicable.	Bidder would like to inform bak that PA-DSS and PCI-DSS certification is for the financial data stored by bidder. In this solution bidder is not going to store or handle any cardholder /Financial data of bank hence both these certification needs to be excluded from the scope.	RFP terms are self-explanatory & Bidders to Comply to the RFP Terms and conditions.



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109	Annexure 9 Scope Of Work	Proposed Scope 1.5	Bidders should have a dedicated help line number for the bank custodians to contact and avail support for 24*7*365 days. Also for key management (if applicable) 5 onsite experienced resources should be available at Bank premises from 9.00 AM to 8.00 PM on all working days. They should have experience in activation and deactivation of OTC mechanism, lock management system, OTC red key and black key configuration, resolving issues of OTC enabled lock, OTC portal/application technical issue resolution.	Bidder Suggest adherence of MHA guidelines and bidder will have dedicated help line for bank custodians during Banking Hours/ extended Banking Hours. Bidder would like to inform bank that activation / Deactivation, Change request and Technical Support are done from Bidders premise and hence placing 5 onsite resource would not be required and the bidder application is a Web based tool.	Selected bidder should ensure engaging sufficient number of resources at bidder's place to configure, manage and resolve OTC key and OTC lock related issues for smooth implementation and functioning of digital otc mechanism. Issue resolution should be provided on time bound manner.
110	Scope of Work / Annexure - 9	Scope of Work / Annexure - 9	1.Enabling I configuring the existing One Time Combination (OTC) locks of Bank's ATMs at each ATM locations for Digital OTC Lock Management Solution. (There shall not be any dependency on OEMs for this activity.)	As understand Bank will provide us all the required Serial No, Ageing etc, lock make and all other relevant details required for configuration and implementation.	Bank will only provide ATM id wise relevant required details.
111	Scope of Work / Annexure - 9	Scope of Work / Annexure - 9	1 Enabling / configuring the existing One Time Combination (OTC) locks of Bank's ATMs at each ATM locations for Digital OTC Lock Management Solution. (There shall not be any dependency on OEMs for this activity .)	We request the Bank to ensure presence of OEM engr during activation to avoid any blame for faulty locks that may require replacement.	Bidders to Comply with the RFP Terms and conditions.
112	Annexure-9 Scope of Work	1 General	1.1 The offered solution and environment should be PA-DSS and PCI-DSS - certified, wherever applicable .	We request the bank to remove this clause as there is no card data or ATM transactions data used in OTC mngmt solution.	Bidders to Comply with the RFP Terms and conditions.
113	Annexure-9 Scope of Work	1 General	1.5 Bidders should have a dedicated help line number for the bank custodians to contact and avail support for 24*7*365 days. Also for key management (if applicable) 5 onsite experienced resources should be available at Bank premises from 9.00 AM to 8.00 PM on all working days. They should have experience in activation and deactivation of OTC mechanism, lock management system, OTC red key and black key configuration, resolving issues of OTC enabled lock, OTC portal/application technical issue resolution.	We request the bank to modify/amend this clause as Support will be 9am to 9pm * 7*365 Days	Bidders to Comply with the RFP Terms and conditions.
114	Annexure 9 - Scope of Work	Clause:1.4	Bidders should have arrangement with more than one SMS Gateway service provider to send the OTC pass code to the registered mobile number of bank custodian.	We provide solution which is Mobile APP based. It does not require SMS. Please include this also in the accepted scope.	Annexure 9 Scope of work, point 2.4 is self explanatory & Bidders to Comply to the RFP Terms and conditions.
115	Annexure 9 - Scope of Work	Clause:1.2	1.2:The offered solution and environment should be PA-DSS and PCI-DSS certified, wherever applicable.	OTC solution is not under the scope of PA-DSS/ PCI-DSS as it does not hold PAN data of user	Scope of work, point 1.2 is self explanatory & Bidder to comply with RFP terms and conditions.
116	Annexure 9 - Scope of Work	Clause:2.10	The solution should support time bound pass code management. i.e.	The OTC validity will be configured with the same duration across the base and will not be specific ATM wise. Please change content in RFP accordingly	Bidders to Comply with the RFP Terms and conditions.
117	Annexure 9 - Scope of Work	Clause: 3	Supply of physical keys required for activation of the locks, opening / closure of the locks and management of combination passwords	Keys if lost/damaged by the branch staff will be replaced on chargeable basis	Selected bidder has to keep records of lost/ damaged keys and has to submit necessary proof for replacing the keys on chargeable basis. If bidders fails to provide sufficient necessary details damaged keys will be replaced without any additional charges.
118	Annexure 9 - Scope of Work	clause 2 Lock Management Solution (LMS) Related	LMS should support OTC pass code generation and validation for all models of OTC lock.	Pls confirm if the bank needs solution for S&G locks or all other makes of OTC lock?	Bank is having mostly S&G locks. However, few sites securam locks are also there.



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119	Scope of Work / Annexure - 9	clause 2 Lock Management Solution (LMS) Related clause 2.9	The solution shall allow supervisor/ administrator to define different roles for operators and assign each of them specific user rights.	Please clarify do we require two set keys operators and assign each of them specific user rights	RFP terms stands. OTC portal/ application shall allow supervisor/ administrator to define different roles for operators and assign each of them specific user rights.
120	Scope of Work / Annexure - 9	clause 2 Lock Management Solution (LMS) Related clause 2.13	Successful bidder should carry out customizations in the software solution at no additional cost to the Bank as and when new guidelines are issued by regulatory authorities (RBI, IBA & Government of India) on OTC lock management.	In case of any upgradation or changes in existing scope suggested by the bank or through compliance will be discussed and agreed on mutual basis.	Bidders to Comply to the RFP Terms and RFP terms stands.
121	Annexure-9 Scope of Work	2. Lock Management Solution (LMS) Related clause 2.2	The OTC pass codes should be a numeric codes and should be sent to the mobile number registered against the terminal via SMS/ automated voice call.	We request the bank to modify or amend this clauses as SMS or auto Voice Calls are non-secure for ATM security/access solution like OTC Mngmt. Request Bank to insist upon mobile App-based (Android & iOS), ge-fencing enabled, secure automated OTC delivery to designated custodians without manual intervention. Manual process to be followed only as rare exception when/where Internet (and hence mobile App) is non-functional, with due credential checks.	Annexure 9 Scope of work, point 2.4 is self explanatory & Bidders to Comply to the RFP Terms and conditions.
122	Annexure-9 Scope of Work	2. Lock Management Solution (LMS) Related clause 2.6	Irrespective of the mode of receiving the pass code generation requests, the generated pass codes shall be communicated to the bank custodians only through SMS/ automated voice call sent to the mobile number registered against the unique terminal ID .	We request the bank to modify or amend this clauses as SMS or auto Voice Calls are non-secure for ATM security/access solution like OTC Mngmt. Request Bank to insist upon mobile App-based (Android & iOS), ge-fencing enabled, secure automated OTC delivery to designated custodians without manual intervention. Manual process to be followed only as rare exception when/where Internet (and hence mobile App) is non-functional, with due credential checks.	Annexure 9 Scope of work, point 2.4 is self explanatory & Bidders to Comply to the RFP Terms and conditions.
123	Annexure-9 Scope of Work	2. Lock Management Solution (LMS) Related clause 2.7	LMS should identify the terminal only based on the unique ID and registered mobile number. Under no circumstances, the ATMid or location details shall be stored in the LMS.	Without ATM ID OTC can't be generated through LMS, We are requesting bank amend this clause as Capture of ATM ID is Mandate to identify the Lock status.	ATM ID & Branch name can be stored in LMS application. "Under no circumstances, the ATMid or location details shall be stored in the LMS"- this line can be removed.
124	Annexure-9 Scope of Work	2. Lock Management Solution (LMS) Related clause 2.13	Successful bidder should carry out customizations in the software solution at no additional cost to the Bank as and when new guidelines are issued by regulatory authorities (RBI, IBA & Government of India) on OTC lock management.	We request the bank to amend or modify this clause as Solution to comply with regulatory guidelines as of date of bid submission; any subsequent changes, if technically feasible, shall be implemented on mutual terms - incl. commercials and timelines.	Bidders to Comply With the RFP Terms and conditions.
125	Annexure 9 - Scope of Work	2. Lock Management Solution (LMS) Related clause 2.2	The OTC pass codes should be a numeric codes and should be sent to the mobile number registered against the terminal via SMS/ automated voice call.	The OTC Pass Code will sent on the Mobile APP. Pls include this in the accepted scope.	Annexure 9 Scope of work, point 2.4 is self explanatory & Bidders to Comply to the RFP Terms and conditions.
126	Annexure 9 - Scope of Work	2. Lock Management Solution (LMS) Related clause 2.4	The solution should have provisions for receiving requests for OTC pass code generations through various channels such as telephone call, SMS, E-Mail and also through mobile app & web portal.	The OTP passcode shall be received only on the Mobile APP of the provided solution. Pls include this in the accepted scope.	Annexure 9 Scope of work, point 2.4 is self explanatory & Bidders to Comply to the RFP Terms and conditions.



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127	Annexure 9 - Scope of Work	2. Lock Management Solution (LMS) Releated clause 2.7	LMS should identify the terminal only based on the unique ID and registered mobile number. Under no circumstances, the AT MID or location details shall be stored in the LMS.	LMS stores ATM ID and site location for routing and initialization and for OTC Functioning.	ATM ID & Branch name can be stored in LMS application. "Under no circumstances, the AT MID or location details shall be stored in the LMS"- this line can be removed.
128	Annexure 9 - Scope of Work	2. Lock Management Solution (LMS) Releated clause 2.13	Successful bidder should carry out customizations in the software solution at no additional cost to the Bank as and when new guidelines are issued by regulatory authorities (RBI, IBA & Government of India) on OTC lock management	Any future changes and customisation, the scope of which is not known to any of the stakeholders should be on chargeable basis.	Bidders to Comply With the RFP Terms and conditions.
129	Annexure-9 Scope of Work	3. Portal/Application for Bank's Use clause 3.6	The bidder should provide the audit logs of the OTC periodically, and as and when demanded by the Bank (i)List of terminals for which OTC pass codes are used for opening / closure doors between any 2 dates; (ii)List of terminals for which OTC pass codes are not used for opening / closure doors between any 2 dates;	Lock Opening & Closing time can't be capture thorough system, Physical Key require to get such details on need basis.	Bidders to Comply With the RFP Terms and conditions.
130	Annexure-10 Technical and Functional Requirements.		Different Scenarios for generation of OTC passcode using the proposed OTC solution:	It is recommended to have only two admins (Maker & Checker) for each ID to control risk. It should either be Both from RO or Both from CO or one each or any combination but limited to 2	RFP term is self explanatory & Bidders to Comply to the RFP Terms and conditions.
131	Annexure-13 Bill of Material	TABLE - A	The price quoted by the bidder is fixed for entire contract period and the quantity mentioned is indicative only. Bank at its discretion may increase/decrease while placing the order on the selected bidder at the rates mentioned above during the contract period.	Inflation directly impacts the cost of services for the vendor. The Consumer Price Index (CPI) rate for India for the 10 years for the period 2013-2022 has averaged at 5.6% as per actual data (Source: Worldbank). With this background and based on the historical data and trends, we request the Bank to increase price possibly 5% year on year basis to make it operationally viable for the vendors.	Bidders to Comply With the RFP Terms and conditions.
132	Appendix-F Pre Contract Integrity Pact	11. LAW AND PLACE OF JURISDICTION	This Pact is subject to Indian Law and the place of jurisdiction is Bangalore.	This Pact is subject to Indian Law and the place of jurisdiction is Mumbai.	Bidders to Comply With the RFP Terms and conditions.
133	Appendix G DRAFT CONTRACT AGREEMENT	Clause 3- 3.TERM OF THE CONTRACT	The contract shall be valid for the full duration till completion of all contractual obligations by the Vendor/Service Provider and PURCHASER for the current orders or further orders to be released to Vendor/ Service Provider as per the terms and conditions in this contract or till the expiry of the contract whichever is later.	Bidder would like to inform bank that On page 12 of the RFP the duration has been clearly defined as 3 years (clause 5.2). Suggest the same term be clearly indicated in the contract also.	RFP Terms are self-explanatory & Bidders to Comply to the RFP Terms and conditions.
134	Appendix-G DRAFT CONTRACT AGREEMENT	4.PAYMENT TERMS	The payment terms shall be as specified in the RFP/RFQ/EOI Document/ Bid No/PO No dated	We suggest to carry our same comments as mentioned in RFP.	Bidders to Comply With the RFP Terms and conditions.
135	Appendix-G DRAFT CONTRACT AGREEMENT	5 PENALTIES / LIQUIDATED DAMAGES	As Per RFP/RFQ/EOI Document/ Bid No/PO No dated	We suggest to carry our same comments as mentioned in RFP.	Bidders to Comply With the RFP Terms and conditions.



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136	Appendix-G DRAFT CONTRACT AGREEMENT	8.SUB-CONTRACTING	8.1.VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK. 8.2.Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.	The Successful Bidder shall be permitted to sub-contract any of its obligations under this RFP to its affiliates, subsidiaries and preferred vendors without consent from Bank, and the same shall not be considered as Sub-contracting or assignment, mentioned under this agreement.	Bidders to Comply With the RFP Terms and conditions.
137	Appendix-G DRAFT CONTRACT AGREEMENT	10.ORDER CANCELLATION/TERMINATION OF CONTRACT	10.1.The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 days' notice. 10.3.Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.	We suggest that both the Parties should be entitled to terminate the Agreement due to default on part of the other party. We cannot agree for convenience termination as there is cost involved by the service Provider in procuring the material and we can agree for convenience termination only if we have right to recover damages from Bank for the loss suffered by us due to such earlier termination of the agreement.	Bidders to Comply With the RFP Terms and conditions.
138	Appendix-G DRAFT CONTRACT AGREEMENT	10.ORDER CANCELLATION/TERMINATION OF CONTRACT	10.2.The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:	We suggest that before termination of the Agreement, the Bank needs to give an advance notice of 30 days to the Bidder to rectify the default and the agreement can be terminated on ly in case the Bidder fails to rectify the default. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT by giving a prior written notice of 60 days at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages to the extent of provden damages/losses in terms of the contract, in the event of one or more of the following conditions:	Bidders to Comply With the RFP Terms and conditions.
139	Appendix-G DRAFT CONTRACT AGREEMENT	10.ORDER CANCELLATION/TERMINATION OF CONTRACT	10.5.After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.	We suggest to add below wording stating that if there is any default on part the Bidder the Bank needs to give an advance notice of 30 days to the Bidder to rectify the default and the agreement can be terminated or canbe aexecuted by some other party only in case the Bidder fails to rectify the default.	Bidders to Comply With the RFP Terms and conditions.
140	Appendix-G DRAFT CONTRACT AGREEMENT	10.ORDER CANCELLATION/TERMINATION OF CONTRACT	10.6.The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.	We cannot agree for any adjustment or decuction against the amount payable to us, instead we suggest that the amount received from CMS as penalty needs to be seperately claimed by debit note / credit note	Bidders to Comply With the RFP Terms and conditions.



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141	Appendix-G DRAFT CONTRACT AGREEMENT	14. Indemnity	<p>14.1. 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:</p> <p>14.2. 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.</p>	<p>We cannot be responsible for any indirect loss and we undertake to indemnify bank from and against any direct proven losses in lieu of non performance under this Agreement.</p> <p>To be inserted: The Indemnities shall always be subject to the adherence of the reconciliation process and limit on liability. Bank, shall, while making any indemnity claim, provide a detailed notice of such claim, together with relevant supporting documents. The Bidder shall not be responsible under indemnity provisions in this Agreement to the extent that loss is attributable to the negligence and/or breach of this Agreement or breach of Applicable laws by Bank or its employees or for any services that is availed by Bank outside the scope of this Agreement. The Indemnities shall always be subject to the adherence of the reconciliation process and limit on liability.</p> <p>In no event shall the Service Provider be liable for any indirect, incidental, consequential or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to this Agreement and/or its subject matter, whether such liability is asserted on the basis of contract, tort or otherwise even if such party has been advised of the possibility of such damages.</p>	Bidders to Comply With the RFP Terms and conditions.
142	Appendix-G DRAFT CONTRACT AGREEMENT	19. FORCE MAJEURE	19.4 Notwithstanding above, the decision of the BANK shall be final and binding on the VENDOR/ SERVICE PROVIDER.	We suggest to delete this line and make this mutual as both the parties needs to ascertain.	Bidders to Comply With the RFP Terms and conditions.
143	Appendix-G DRAFT CONTRACT AGREEMENT	21. HIRING OF BANK STAFF OR EX STAFF	The VENDOR/ SERVICE PROVIDER or subcontractor(s) shall not hire any of the existing/ ex/retired employee of the Bank during the contract period or after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the VENDOR/ SERVICE PROVIDER or sub-contractor(s). The period /duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank	We cannot agree with this clause. We suggest to add exception to this clause stating the both the parties agree this if the recruitment happens directly through any third party online job portals or through any advertisement, then the same shall not be terms as breach of this clause.	Bidders to Comply With the RFP Terms and conditions.
144	Appendix-G DRAFT CONTRACT AGREEMENT 23.3	23. PROTECTION OF DATA	23.3. Data privacy and security of the customer's personal information shared by the Bank shall always be ensured by Vendor/Service Provider. The personal information of customers shall not be stored and processed by the vendor except certain basic minimal data (viz. name, address, contact details of the customer etc.) as required for the performance of its obligations under this Agreement. Vendor/Service Provider should ensure that it is complying with applicable guidelines issued by regulatory bodies on Digital Personal Data Protection Act 2023 and its future amendments and communications.	This clause is not applicable to our services and the same needs to be deleted.	Bidders to Comply With the RFP Terms and conditions.



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145	Appendix-G DRAFT CONTRACT AGREEMENT	24.DATA PROCESSING	24.DATA PROCESSING	We suggest deletion of the clause as the same are not applicable to our services.	Bidders to Comply With the RFP Terms and conditions.
146	Appendix-G DRAFT CONTRACT AGREEMENT	25.DISPUTE RESOLUTION MECHANISM	All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably by negotiation between the parties. In case of failure to resolve the disputes and differences amicably through negotiation, the matter may be referred to mediation with the assistance of a mediator mutually agreed upon after issuance of at least 30 days' notice in writing to the other party clearly setting out the intention to refer such dispute to mediation. Proceedings of mediation shall be governed by The Mediation Act, 2023. Place of Mediation shall be Bengaluru, India . Proceedings of the mediation shall be conducted in English language.	We propose that any disputes or differences arising between the Parties shall be referred to Arbitration whereby a Sole Arbitrator may be appointed and venue for dispute resolution shall be Mumbai.	Bidders to Comply With the RFP Terms and conditions.
147	Appendix-G DRAFT CONTRACT AGREEMENT	25. GOVERNING LAWS AND JURISDICTION OF THE COURT	All disputes and controversies between Bank and VENDOR/ SERVICE PROVIDER shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court as this Contract shall be governed by the laws of India.	All disputes and controversies between Bank and VENDOR/ SERVICE PROVIDER shall be subject to the exclusive jurisdiction of the courts in Mumbai and the parties agree to submit themselves to the jurisdiction of such court as this Contract shall be governed by the laws of India.	Bidders to Comply With the RFP Terms and conditions.
148	Annexure-I Data Processing Terms and Conditions	Annexure-I	Data Processing Terms and Conditions	Bidder would like to inform bank that this is not applicable and hence to be deleted.	Bidders to Comply With the RFP Terms and conditions.
149	Appendix-G DRAFT CONTRACT AGREEMENT	Annexure 1	Data Processing Terms and Conditions	This Annexure along with Schedules are irrelevant and not applicable for OTC services as no transactions data processed. Request Bank to remove these from Contract Draft.	Bidders to Comply With the RFP Terms and conditions.
150	SCHEDULE 3 Technical and Organisational Data Protection Measures	SCHEDULE 3 Technical and Organisational Data Protection Measures		Bidder would like to inform bank that this is not applicable and hence to be deleted.	Bidders to Comply With the RFP Terms and conditions.
151	Annexure 9 Scope of work	Annexure 9 Scope of work	1. Enabling I configuring the existing One Time Combination (OTC) locks of Bank's ATMs at each ATM locations for Digital OTC Lock Management Solution. (There shall not be any dependency on OEMs for this activity.)	Our understanding Bidder will share all keys (Black & Red) to respective OEM and respective OEM engineer will be visiting to enable OTC function on each ATM. We request bank to confirm if bidder's engineer required to visit OTC on all OEM's machine	RFP terms stands. It is the responsibility of the bidder to visit the ATM Site for installation/enabling/configuring OTC at each ATM Site and activation of physical keys.
152	Annexure 9 Scope of work	1.2 The offered solution and environment should be PA-DSS and PCI-DSS certified, wherever applicable.	NA	LMS solution does not acquire any customer sensitive data such as Account number, card number or any financial transaction data hence LMS solution does not require PA-DSS compliance. We request bank to remove this requirement	RFP Terms are self-explanatory & Bidders to Comply with the RFP Terms and conditions.
153	Annexure 9 Scope of work	CLAUSE 2 Lock Management Solution (LMS) Related	2.1 LMS should support OTC pass code generation and validation for all models of OTC lock.	Only OTC supported S&G locks should be considered (Spme old S&G lock models does not support OTC)	RFP Terms are self-explanatory & Bidders to Comply with the RFP Terms and conditions.



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154	Annexure 9 Scope of work	CLAUSE 2 Lock Management Solution (LMS) Related	2.2 The OTC pass codes should be a numeric codes and should be sent to the mobile number registered against the terminal via SMS/ automated voice	Bidder propose LMS portal access for OTC generation to branch custodians with their individual credentials to generate OTC as per branch schedule instead of SMS/Automated voice. We request Bank to keep SMS/Automated voice function optional	Annexure 9 Scope of work, point 2.4 is self explanatory & Bidders with Comply to the RFP Terms and conditions.
155	Annexure 9 Scope of work	CLAUSE 2 Lock Management Solution (LMS) Related	2.4 The solution should have provisions for receiving requests for OTC pass code generations through various channels such as telephone call, SMS, E-Mail and also through mobile app & web portal.	Bidder propose LMS portal access for OTC generation to branch custodians with their individual credentials to generate OTC as per branch schedule instead of SMS/Automated voice. We request Bank to keep SMS/Automated voice function optional	RFP terms stands and term is self explanatory.
156	Annexure 9 Scope of work	CLAUSE 2 Lock Management Solution (LMS) Related	2. 7 LMS should identify the terminal only based on the unique ID and registered mobile number. Under no circumstances, the ATMID or location details shall be stored in the LMS.	Each machine configured in LMS requires to mention ATM ID and Branch location details for tracking and managing OTC process. These details are stored in LMS Database and crucial. We request bank to remove the line "Under no circumstances, the ATMID or location details shall be stored in the LMS."	ATM ID & Branch name can be stored in LMS application. "Under no circumstances, the ATMID or location details shall be stored in the LMS"- this line can be removed.
157	Annexure 9 Scope of work	CLAUSE 2 Lock Management Solution (LMS) Related	2. 13 Successful bidder should carry out customizations in the software solution at no additional cost to the Bank as and when new guidelines are issued by regulatory authorities (RBI, IBA & Government of India) on OTC lock	LMS solution is 3rd party application and any customization related to functional specifications in LMS should be mutually agreed between bidder and bank. We request bank to modify clause with mutually agreed terms and conditions instead of no cost to Bank	Bidders to Comply with the RFP Terms and RFP terms stands.
158	Annexure 9 Scope of work	CLAUSE 3 Portal/Application for Bank's Use	3.2 The web portal/ application should have a provision to update the unique terminal ID and registered mobile number of bank's custodians through maker-checker validation.	This is contradictory requirement from Bank, In RFP clause 2.7 Bank asked bidder not to store ATM ID and location details in LMS however it is mandatory hence request bank to modify 2.7	Bidders to Comply with the RFP Terms and RFP terms stands.
159	Annexure 9 Scope of work	CLAUSE 3 Portal/Application for Bank's Use	3.3 Successful bidder should create up to 50 users for Bank for carrying out the above activities. These users should not have access to any other data or activities	we request bank to confirm if our understanding is correct User credentials and users identification details to be provided by Bank. These users will be only access to update LMS portal for any branch custodian change. These users can not generate OTP for any branch	RFP Terms are self-explanatory & Bidders to Comply with the RFP Terms and RFP terms stands.

Place: Bengaluru
Date: 12/06/2025


 Deputy General Manager
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