

Sub: Clarification to the Pre-Bid Queries / Amendment to the to the RFP-02/DBS/OTC/2021 dated 08/03/2021 for “Implementation and Management of Digital One Time Combination Lock for ATMs, BNAs and Cash Recyclers”

Date: 25-MAR-2021

Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
1	7	6.1	Participation Methodology: 6.1. In a tender, either the authorized Bidder on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.	We request the bank to clarify on this point as to who is the OEM in this RFP? Would it be the Lock Vendors or the software solution provider who has made this solution for OTC lock management.	The software solution provider is the OEM.
2	7	7.1	Enabling the existing One Time Combination (OTC) locks of Bank's ATMs for Digital OTC Lock Management Solution.	Requesting bank to share the details of Make & Model of existing locks.	Bank is having S&G Locks for the ATMs.
3	9	C 1.1	The solution (including hardware & Software) mentioned in the Scope of Work and requirement details should be delivered to Bank within 3 Weeks from the date of acceptance of the Purchase Order.	Since bank is going for OPEX model we request bank to host the solution in bidder premises wherein infrastructure is readily available in case of different OEM locks also and will be cost effective to deploy and manage. Further we request for the 8-10 weeks' timelines for providing the solution at Bidder DC and DR.	The solution (including hardware & Software) mentioned in the Scope of Work and requirement details should be delivered to Bank within 6 Weeks from the date of acceptance of the Purchase Order.



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
4	9	C 1.2	The solution (including hardware & Software) should be configured and integrated with the Bank's systems within 2 Weeks from the date of Delivery of the complete solution.	Since bank is going for OPEX model we request bank to host the solution in bidder premises wherein infrastructure is readily available in case of different OEM locks also and will be cost effective to deploy and manage. Further we request for the 8-10 weeks' timelines for providing the solution at Bidder DC and DR.	Bidders to comply to the RFP Terms
5	9	C 1.2	The Solution (Including hardware & software) should be configured and integrated with the Bank's System within 2 weeks from the date delivery of the complete solution	Request the Bank to revise the clause as -The Solution (Including hardware & software) should be configured and integrated with the Bank's System within 4 weeks from the date delivery of the complete solution	Bidders to comply to the RFP Terms
6	9	C 2.1	The selected bidder has to work with different ATM/CDK/CR vendors in order to integrate the Lock Management Solution to the existing locks supplied with the respective terminals, during the contract period.	Bank to ensure the existing Lock has to be S&G A Series lock (OTC Lock) Request Bank to rephrase the clause Properly. Or mentioned the Types of Lock Bank is having with OEM.	Bank is having S&G make locks with locking mechanism compliant with standards (UL 437 VDS Class and above)
7	9	C 2.2	The selected bidder has to work with different teams of Bank & ATM/CDK/CR OEMs to understand the policies requirement and configurations of respective devices / applications / solution for the offered solution.	Request Bank to have SPOC from bank side for co-ordination on the project. Bank to ensure the existing lock should be of S&G A series Lock for enabling digital OTC	SPOC shall be provided for the project during its implementation. Bank is having S&G make locks with locking mechanism compliant with standards (UL 437 VDS Class and above)



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
8	9	C 3	If the supplier fails to deliver any or all of the Goods or fails to perform the Services within the period(s) specified in the Contract, the BANK shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the price of the delayed Goods i.e. on the cost of equipment excluding the applicable taxes or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the equipment are not delivered or installed in time, the Bank may consider termination of the contract.	Request Bank to consider Liquidated damages at 0.1% of delayed goods and maximum deduction of not more than 5%.	Bidders to comply to the RFP Terms



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
9	9	C 3	If the supplier fails to deliver any or all of the Goods or fails to perform the Services within the period(s) specified in the Contract, the BANK shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the price of the delayed Goods i.e. on the cost of equipment excluding the applicable taxes or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the equipment are not delivered or installed in time, the Bank may consider termination of the contract.	Bank should provide a cure period of 30 days to the Bidder in case there is a delay in executing the order before levying liquidated damages on the Bidder	Bidders to comply to the RFP Terms



Clarification to the Pre-Bid Queries / Amendment to the to the RFP-02/DBS/OTC/2021 dated 08/03/2021 for “Implementation and Management of Digital One Time Combination Lock for ATMs, BNAs and Cash Recyclers”

Date: 25-Mar-2021

Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
10	9	C 3	If the supplier fails to deliver any or all of the Goods or fails to perform the services within the period(s) specified in the contract, the bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the price of the delayed goods. i.e. on the cost of equipment excluding the applicable taxes or unperformed services for each week or part thereof of delay until actual delivery or performance. Up to a maximum deduction of 10%, If the equipment are not delivered or installed in time, the Bank may consider termination of the contract.	We Request Bank to reduce the penalty from 10 % to 3 %	Bidders to comply to the RFP Terms
11	9	C 3	penalties/ Liquidated Damages	Request the Bank to revise the clause as if the supplier fails to deliver any or all of the Goods or Fails to Perform the services within the period(s) specified in the contract, the Bank shall, without prejudice to its other remedies under the contract, deduct from Contract Price, as liquidated damages, a sum equivalent to 0.2% of the price of the delayed Goods i.e. on the cost of equipment excluding the applicable taxes or unperformed services for each week or part thereof a delay until actual deliver or performance, up to a maximum deduction of 2%. If the equipment are not delivered or installed in time, the Bank may consider termination of the contract.	Bidders to comply to the RFP Terms



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
12	9	C 4.2	Payment for the cost of physical keys: 80% of the cost of physical keys will be paid once the keys are delivered at the bank's identified cluster location and on submission of invoices and supporting documents and 20% of the cost of physical keys will be paid once the keys are tested and found working at the terminal location.	Request bank to release 100% payments against the delivery of the physical keys.	Bidders to comply to the RFP Terms
13	10	C 5.2.1	Bidder shall depute sufficient no. of qualified senior engineers (with 2 years' experience in maintaining the application) to be stationed at the DIT Wing Head Office/DC at Bengaluru to ensure 24x7x365 availability of solution.	Instead of deputing the resource at Bank premises, Kindly allow bidder to depute the resource at bidder premises to handle the OTC management Solution under this OPEX model as this will ease the operation of activation of lock to OTC which require more resources to handle entire base of Canara Bank as per the RFP.	Bidders to comply to the RFP Terms
14	10	C 5.2.1	5.2.1 Bidders shall depute sufficient no of qualified senior engineers (with 2 years' experience in maintaining the application) to be stationed at the DIT wing Head Office/DC at Bengaluru to ensure 24x7x365 availability of solution	We Request Bank to modify qualified or experience engineers (with 2 Years of experience in maintaining the application)	Bidders to comply to the RFP Terms
15	10	C 5.2.1	Bidder shall depute sufficient no. of qualified senior engineers (with 2 years' experience in maintaining the application) to be stationed at the DIT wing head office/ DC at Bengaluru to ensure 24x7x365 availability of solution	Request the bank to modify the clause and resources would be provided in shifts considering MHA guidelines.	Bidders to comply to the RFP Terms



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
16	10	C 5.2.2	The Services of the engineer for server and helpdesk should be available during the entire project implementation period and during Contract Period, as well. Bank also has the right to advise the resources concerned to stay overtime, if their services are warranted.	As requested in earlier clause for hosting the Server in bidder premises which will ease in the operations, in case if bank insist on server deployment at bank premises it will be 3rd party product for the bidders ,resource availability to kept on , as and when required in case of any issue at the server side.	Bidders to comply to the RFP Terms
17	10	C 5.2.3	Housekeeping Activities	Request bank clarify on this criteria	Housekeeping includes server maintenance, PM and backup etc.
18	10	C 5.2.3	b. Housekeeping Activities	We request bank to clarify on House Keeping Activities	Housekeeping includes server maintenance, PM and backup etc.



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
19	10	C 5.2.3	<p>5.2.3. Roles and responsibilities shall include but not limited to the entire project implementation period and during Contract Period, as well. Bank also has the right to advise the resources concerned to stay overtime, if their services are warranted.</p> <p>a. Continuous monitoring b. Housekeeping Activities c. Reports d. Statistics e. Testing and deployment f. Coordinating with bank and off-shore team for customizations/fine tuning/trouble shooting/future upgradations etc. on a continual basis. g. Ensuring high availability. h. Providing timely RCA reports. i. In case of exigencies, even during off business hours' I bank holidays/ drills, the resources may be required to be present onsite.</p>	We request the bank to clarify on Housekeeping activities	Housekeeping includes server maintenance, PM and backup etc.
20	10	C 5.2.3	B. Housekeeping	Please Clarify what is Bank referring to.	Housekeeping includes server maintenance, PM and backup etc.



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
21	10	C 5.3.2	Resources should have minimum BE/B Tech / MCA Degree or Equivalent with minimum 2 years of relevant experience in handling/maintaining the similar application	We Request Bank to remove the qualification criteria. modify as Minimum of 2 Years of relevant experience in handling/ maintaining the similar application	Bidders to comply to the RFP Terms
22	10	C 5.3.2	5.3.2. Resources should have minimum BE I B Tech I MCA Degree or Equivalent with minimum 2 years of relevant experience in handling/ maintaining the similar application	We request the bank to remove this requirement as this is an opex based service	Bidders to comply to the RFP Terms
23	10	8	Defect Liability Period	The Defect Liability Period should be limited to the Warranty Period only and not the complete AMC Period.	Bidders to comply to the RFP Terms
24	26	11	Order Cancellation/Termination of Contract	Bank should provide a cure period of 90 days to the Bidder in case there is a delay in executing the order before cancelling the order / terminating the Contract. Bidder should also have the right to terminate the Agreement in case Bank performs a breach in respect to its obligation	Bidders to comply to the RFP Terms
25	26	11.1	Order Cancellation / Termination of Contract	The Bank to provide cure period before terminating or cancelling the Order or Contract. The Bank to specify the amount of expenditure and the liquidated damages that will be recovered from the Bidder in case of termination or cancellation of the Order or the Agreement.	Bidders to comply to the RFP Terms
26	26	11.3	Termination by giving 30 days.	The Bank should consider deletion of clause 11.3 unless Bank agrees to increase the notice period to 90 days and compensate the Bidder by paying termination compensation as mutually agreed between the Parties.	Bidders to comply to the RFP Terms



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
27	29	6	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 provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.	Bank can carry out the inspection and such cost of inspection will be borne by the Bank solely. Also, Bank will indemnify if Bidder in case any damage or loss is caused to the Bidder for appointing the third party.	Bidder to comply to the RFP terms.
28	30	10	The Hardware to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed at site and handed over to the Bank/Office. The Bidder has to obtain transit insurance cover for the items to be delivered from their factory/godown to the location and such insurance cover should be available till installation of the Configuration Management Solution and other items. If there is any delay in the installation which could be attributed to Bank, in such an event the insurance must be available for minimum 30 days from the date of delivery of Configuration Management Solution and other items.	<p>a) Only transit insurance will be provided by the Bidder till the delivery of the Hardware. Once the Hardware is delivered then the Bank shall be liable to obtain the insurance of the Hardware</p> <p>b) Bidder shall not be responsible for any damage or loss to the machine once it is delivered to the Bank</p>	<p>Clause modified as under;</p> <p>The Hardware to be supplied will be insured by the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and installed.</p> <p>It is further clarified that, the Bidder shall take suitable insurance policy for the Hardware/equipment hosted in the Bank's premises for the OTC solution.</p>
29	30	12	Intellectual Property Rights	Bidder shall not be liable for any third party claim. Similarly, The Bank shall further compensate the Bidder against any loss or damage arising out of claims of infringement of third-party copyright, patents	Bidders to comply to the RFP Terms



30	30	12.2 / 12.3	Intellectual Property Rights	<p>Clause 12.2 and 12.3 to be replaced with the following: Infringement Claims. 7.1 NCR will: (a) at its expense defend you against any IP Claim; and (b) indemnify you by paying the damages, costs, and attorneys' fees with respect to the IP Claim that are either awarded against you in a final, non-appealable court judgment, or required to be paid by you in a settlement of the IP Claim that NCR has agreed to in writing. As used in this Section, an "IP Claim" means a suit brought against you by a third party to the extent the suit alleges that your use of a Product infringes a patent, copyright, or other intellectual property right of the third party. For the purposes of this Section only, a "Product" includes any Diagnostic Tools that NCR provided with that Product as described in the "Diagnostic Tools" Section. 7.2 NCR's obligations set forth in this Section are subject to your: (a) providing NCR prompt notice that the IP Claim has been threatened or brought, whichever is sooner (the "Claim Notice"); (b) providing NCR sole control of the defence and any appeal or settlement (at NCR's discretion) of the IP Claim (collectively, "Resolution"); (c) cooperating with NCR (including providing relevant documentation and information) with respect to the IP Claim or Resolution; and (d) complying with all court orders. If your delay in providing the Claim Notice causes detriment to NCR with respect to the Resolution, NCR's obligations set forth in this Section will not apply to the IP Claim to the extent of such detriment. Notwithstanding any other provision of this Agreement, NCR is not responsible for any fees (including attorneys' fees), expenses, costs, judgments, or awards that are incurred prior to NCR's receipt of the Claim Notice from you. NCR will have the sole right to select counsel. You may engage additional counsel of your choosing at your expense for purposes of conferring with NCR's counsel.</p>	<p>Bidders to comply to the RFP Terms</p>
----	----	-------------	------------------------------	---	---



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
				<p>7.3 The obligations set forth in this Section will not apply to an IP Claim if the alleged infringement is based on, caused by, or results from: (a) NCR's compliance with any of your designs, specifications, or instructions; (b) modification of the Product other than by NCR; (c) use of the Product other than as provided by this Agreement; (d) use of other than the latest Product version NCR has made available or provided to you; or (e) combination or use of the Product with any product or service not provided to you by NCR.</p> <p>7.4 If an intellectual property infringement allegation is brought or threatened against the Product, or NCR believes that such an allegation may be brought or threatened, NCR may: (a) obtain a license for the Product; (b) modify the Product; or (c) replace the Product with a product having substantially the same functionality. If NCR in its discretion determines that none of the foregoing is available on a reasonable basis, then if the Product is a Service NCR may upon notice cease providing the Service and refund the unused portion of any prepaid fee for the Service; or if the Product is not a Service, upon notice from NCR you will promptly return the Product to NCR, and NCR will refund the price you paid NCR for the Product, less depreciation on a five-year straight-line basis.</p> <p>7.5 THIS SECTION SETS FORTH NCR'S ENTIRE OBLIGATIONS, AND YOUR EXCLUSIVE REMEDIES, WITH RESPECT TO THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING ANY IP CLAIM.</p>	



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
31	31	13	Confidentiality and Non-Disclosure	<p>This clause should be kept mutual. Also, the Company shall disclose the confidential information in event where</p> <p>(A) information was developed independently by the Receiving Party; or</p> <p>(B) is in the public domain at the date hereof or subsequently enters into the public domain otherwise than by any breach of this Agreement by the Receiving Party; or</p> <p>(C) is subsequently disclosed to the Receiving Party by a third party who did not have any confidentiality obligations to the Disclosing Party; or</p> <p>(D) is required to be disclosed to (a) a government/ judicial/ quasi-judicial body in pursuance of an order; (b) However, the Receiving Party shall give adequate written notice to the Disclosing Party if possible or allowed by the government authority before making any disclosure so that the Disclosing Party may have opportunity to respond prior to such disclosures; as also make disclosure only to the extent as required.</p>	Bidders to comply to the RFP Terms



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
33	31	14	<p>14.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Configuration Management Solution and Other Items supplied by them.</p> <p>14. 2. 1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.</p> <p>14.2.2. The limits specified in above clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.</p>	<p>We request the bank to change this to indemnify against all proven claims, losses 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 Configuration Management Solution and Other Items supplied by them.</p> <p>14. 2. 1. All indemnities shall survive till the expiry or termination of the contract and bidder shall continue to be liable under the indemnities.</p>	<p>Bidders to comply to the RFP Terms</p>



34	31	14	Indemnity	<p>Section 14 to be replaced.</p> <p>It is proposed that the Indemnity provision be replaced as follows as it covers third party claims and the Bank’s claim for breach of duty by the Supplier:</p> <p>a. The Bidder (“Defending Party”) will: (i) at its expense, defend the other against any Third Party Claim; and (ii) indemnify the Bank (“Claiming Party”) by paying the damages, costs, and attorneys’ fees with respect to the Third Party Claim that are either awarded against the Claiming Party in a final, non-appealable court judgment, or required to be paid by the Claiming Party in a settlement of the Third Party Claim that the Defending Party has agreed to in writing. As used in this Section, a “Third Party Claim” means a suit brought against the Claiming Party by a third party to the extent the suit alleges Defending Party’s Gross Negligence or Wilful Misconduct resulting into damages arising from (a) personal injury or death, or damage to tangible personal property; (b) the intentional and unauthorized use or disclosure of Confidential Information caused by the Defending Party; or (c) Infringement of Intellectual Property Rights of a third party ; (d) violation of laws applicable to the Defending Party.</p> <p>b. The Defending Party’s obligations set forth in Section b are subject to the Claiming Party (a) providing the Defending Party prompt written notice that the Third Party Claim has been threatened or brought, whichever is sooner (the “Claim Notice”); (b) providing the Defending Party sole control of the defence and any appeal or settlement (at the Defending Party’s discretion) of the Third Party Claim (collectively, “Defence or Settlement”); (c) cooperating with the Defending Party (including providing relevant documentation and information) with respect to the Defence or Settlement; and (d) complying with all court orders. If the Claiming Party’s delay in providing the</p>	<p>Bidders to comply to the RFP Terms</p>
----	----	----	-----------	---	---



			<p>Claim Notice causes detriment to the Defending Party with respect to the defence or resolution of the Third Party Claim, the obligations set forth in Section b will not apply to the Third Party Claim to the extent of such detriment. Notwithstanding any other provision of this Agreement, the Defending Party is not responsible for any fees (including attorneys’ fees), expenses, costs, judgments, or awards that are incurred prior to the defending party’s receipt of the Claim Notice from the Claiming Party. The Defending Party will have the sole right to select counsel. The Claiming Party may, at its sole expense, engage additional counsel of its choosing for purposes of conferring with the Defending Party’s counsel.</p> <p>c. The obligations set forth in this Section will not apply to a Third Party Claim if it is based on, caused by, or results from: (a) the Defending Party’s compliance with the Claiming Party’s requirements or instructions; (b) the Claiming Party’s failure to comply with its obligations under this Agreement; (c) acts or omissions of the Claiming Party or any third parties; or (d) any product or service not provided by Defending Party to you.</p> <p>d. THIS SECTION SETS FORTH THE DEFENDING PARTY’S ENTIRE OBLIGATIONS, AND THE CLAIMING PARTY’S EXCLUSIVE REMEDIES, WITH RESPECT TO THIRD PARTY CLAIMS.</p> <p>e. LIABILITY CAP. Save and except for (a) above, under no circumstances shall either party be cumulatively liable to the other during the entire term of the agreement for any amount greater than the total fees and charges charged by supplier during the preceding 12 months for the services giving rise to the liability.</p> <p>f. NEITHER PARTY WILL BE LIABLE TO THE OTHER, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY, OR OTHERWISE, ARISING UNDER OR RELATED TO THIS</p>	
--	--	--	--	---

Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
				<p>AGREEMENT OR ANY ORDER, FOR: (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES; (B) LOSS OF PROFITS OR REVENUE (OTHER THAN IN AN ACTION BY NCR TO RECOVER AMOUNTS OWED); OR (C) LOSS OF REPUTATION, GOODWILL, TIME, OPPORTUNITY, DATA, OR ACCESS TO DATA. RECOVERY OF PENALTY OR SERVICE CREDITS WILL BE BANK'S SOLE REMEDY AND SUPPLIER'S SOLE LIABILITY FOR SERVICE LEVEL FAILURE.</p> <p>g. For damages arising out of breach of duty, NCR's liability is unlimited for bodily injury including death, or damage to tangible property of the bank to the extent caused by its gross negligence or wilful misconduct. Except as mentioned in the previous sentence, under no circumstances shall NCR be cumulatively liable to the Bank during the entire term of the agreement for any amount greater than the total fees and charges charged by supplier during the preceding 12 months for the services giving rise to the liability. Bank's claim for damages directly resulting from breach of duty by Supplier which the Supplier fails to remedy within a cure period of 30 days will be made by notice to the Supplier. The Bank will provide necessary satisfactory particulars with conclusive evidence, as requested by the Supplier to assess breach and the estimate of damages. Acceptance of information or evidence should not be an admission of liability on behalf of Supplier. Any dispute about claim or claimed damages by the Bank will be resolved by Dispute Resolution Procedure.</p>	
35	32	15	Force Majeure	The definition of "Force Majeure" should also include lockdowns, quarantine restrictions, pandemic, any act of State or Central Government	Bidders to comply to the RFP Terms



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
36	32	15	Force Majeure	The definition of Force Majeure should include, acts of government, lock downs, pandemic, epidemic, work stoppage,	Bidders to comply to the RFP Terms
37	35	23	Resolution of Disputes	Suggest to keep the venue of the Arbitration at Mumbai. The cost of the Arbitration shall be borne by both the Parties	Bidders to comply to the RFP Terms
38	35	24	Legal Disputes and Jurisdiction of the court	Suggest to keep the at jurisdiction for Bengaluru non-exclusive	Bidders to comply to the RFP Terms
39	44	Annexure -2. D)	The bidder should have supplied/ installed, commissioned/ operationalized digital OTC Locks along with a centralized OTC Management Solution in India to at least two Public Sector Banks / Private Sector Banks/ Financial Institutions / Government Organizations during last two financial years (i.e. 2018-19 & 2019-20) The solution offered should be currently running successfully in a Public/Private Sector Organization as on the date of the RFP.	We request bank to consider "Bidder should have supplied/installed the OTC solution for minimum one Bank as on date of the of RFP. For LMS only recently RFP have started getting Floated and only few RFPs have concluded till date and for the concluded orders there was delay in deployment due to COVID situation and banks amalgamation process. Kindly consider.	The bidder should have supplied/ installed, commissioned/ operationalized digital OTC Locks along with a centralized OTC / ATM Managed service Solution in India to at least two Public Sector Banks / Private Sector Banks/ Financial Institutions / Government Organizations during last two financial years (i.e. 2018-19 & 2019-20) The solution offered should be currently running successfully in a Public/Private Sector Organization as on the date of the RFP.



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
40	44	Annexure -2. D)	<p>The bidder should have supplied/ installed, commissioned/ operationalized digital OTC Locks along with a centralized OTC Management Solution in India to at least two Public Sector Banks Private Sector Banks/ Financial Institutions Government Organizations during last two financial years (i.e.2018-19 & 2019-20) The solution offered should be currently running successfully in a Public/Private Sector Organization as on the date of the RFP.</p>	<p>We request the bank to include Managed Services Providers in this list. We are the largest CRA and we provide this solution to the MSPs who in turn provide this to the banks on as is basis. CRAs are the ones who are the actual service providers as this is a subcontracted activity from the bank to MSP but the CRAs deploy and manage this solution as part of the CIT services. The entire toll free setup along with the LMS and servers reside with the CRAs which include CMS as well.</p>	<p>The bidder should have supplied/ installed, commissioned/ operationalized digital OTC Locks along with a centralized OTC / ATM Managed service Solution in India to at least two Public Sector Banks / Private Sector Banks/ Financial Institutions / Government Organizations during last two financial years (i.e. 2018-19 & 2019-20) The solution offered should be currently running successfully in a Public/Private Sector Organization as on the date of the RFP.</p>



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
41	44	Annexure -2. D)	<p>The bidder should have supplied/ commissioned/ installed, operationalized digital OTC Locks along with a centralized OTC Management solution India to at least two Public Sector Banks / Private Sector Banks/ Financial Institutions / Government Organizations during last two financial years (i.e. 2018-19 & 2019-20).</p> <p>The solution offered should supporting Necessary credentials from clients other than Canara Bank, duly verified, to the satisfaction of Bank.</p>	<p>We request bank to allow both Bidder and OEM in this clause, hence please consider below changes so we can show bidder as well as OEM experience in banks for OTC management solution.</p> <p>"The bidder/OEM of the OTC/LMS software should have supplied/commissioned/ installed, operationalized digital OTC Locks along with a centralized OTC Management solution India to at least two Public Sector Banks / Private Sector Banks/ Financial Institutions / Government Organizations during last two financial years (i.e. 2018-19 & 2019-20)"</p>	<p>The bidder should have supplied/ installed, commissioned/ operationalized digital OTC Locks along with a centralized OTC / ATM Managed service Solution in India to at least two Public Sector Banks / Private Sector Banks/ Financial Institutions / Government Organizations during last two financial years (i.e. 2018-19 & 2019-20). The solution offered should be currently running successfully in a Public/Private Sector Organization as on the date of the RFP.</p>
42	50	Annexure - 6	Non-Disclosure Agreement	<p>The format of Non-Disclosure Agreement shall not be as per the formats to be provided by the Bank , however the same shall be discussed, negotiated and agreed between the Parties</p>	<p>Bidders to comply to the RFP Terms</p>
43	51	Annexure -7 1.1	The solution should be hosted in Bank's Data Centre and DR centre.	<p>Request Bank to Host the solution at Bidder data centre since bank is going for OPEX Model Which will be cost effective Solution. Since all the Service Provider for Lock management have ready infrastructure to manage different OEM type of Lock management solution hosted at their end.</p>	<p>Bidders to comply to the RFP Terms</p>



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
44	51	Annexure 7 1.3	The offered solution and environment should be PA-DSS and PCI-DSS certified currently and throughout the contract period.	Request bank to remove this clause since PA- DSS and PCI-DSS certificate is only applicable to applications which deal with financial transactions and LMS application doesn't deal with Financial Trnx.	Bidders to comply to the RFP Terms
45	51	Annexure 7 1.3	The offered solution and environment should be PA-DSS and PCI-DSS certified currently and throughout the contract period.	LMS does not come under PCI-DSS as there is no card holder data and no such certification available. Request Bank to look into the same and update the clause accordingly.	Bidders to comply to the RFP Terms
46	51	Annexure -7 1.5	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.	Bank to give the access to Bank own SMS Gateway, since the solution to be deployed is at Bank premises as per the RFP. In case of Solution being deploy at Bidder Premises, than in this case Bidder can be responsible for the same.	Bidders to comply to the RFP Terms
47	51	Annexure -7 1.5	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.	We request the bank to also include Web and App based passcode here as it is a more secure form. SMS may be subject to MITM attack and is more susceptible to fraud.	Bidders to comply to the RFP Terms



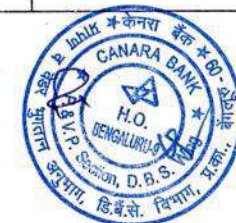
Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
48	51	Annexure -7 1.6	Bidders should have a dedicated help line number for the bank custodians to contact and avail support from 8:00 AM to 10:00 PM on all bank working days.	Kindly clarify If the resources and Servers are placed and hosted at Bank premises, bank to provide PCs and Landline for the in-house resource.	Required information will be shared with the L1 Vendor PCs and landline will be provided by the bank but vendor will take care of the solution related software/applications.
49	51	Annexure -7 2.1	LMS should support OTC pass code generation and validation for all models of OTC lock.	Request Bank to share the type of OTC lock models which bank has. As the LMS is different for different type of OTC lock and same will have challenge If Bank Host the server at Bank premises, as different type of Lock will have different LMS software and Server Hardware accordingly. Hence we request to host the solution at bidder premises.	Bank is having S&G make locks with locking mechanism compliant with standards (UL 437 VDS Class and above)
50	51	Annexure -7 2.1	LMS should support OTC pass code generation and validation for all models of OTC lock.	The current RFP scope is to implement LMS of S&G Lock. Request Bank to clarify the same. Each make of the lock has its own LMS hence it is important to know which lock need to be supported.	Bank is having S&G make locks with locking mechanism compliant with standards (UL 437 VDS Class and above)
51	51	Annexure -7 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 and web portal	We would like to suggest Bank to remove OTC Pass code generation through various channels such as telephonic call while despatching pass codes through other channels are more secured.	Bidders to comply to the RFP Terms



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
52	51	Annexure -7 2.6	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 also include Web and App based passcode here as it is a more secure form. SMS may be subject to MITM attack and is more susceptible to fraud.	Bidders to comply to the RFP Terms
53	52	Annexure -7 2.12	Electronic Touch key should be disabled when lock is in opened state and should be enabled once lock is closed.	There is no such feature like enabling or disabling of key while lock is in open or close state. Request Bank to remove this clause.	Bidders to comply to the RFP Terms
54	52	Annexure -7 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.	Bidder cannot foresee on the new regulatory requirement so the same should be rephrase as to carry the same on mutual agreed basis.	Bidders to comply to the RFP Terms
55	52	Annexure -7 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, & Govt of India) on OTC lock management	Request the Bank to consider upgradation and compliance till the time agreement is signed between both the parties.	Bidders to comply to the RFP Terms



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
56	52	Annexure -7 3.5	(iii) List of terminals for which OTC pass codes are used for opening / closure doors between any 2 dates;	Since there is no connectivity between Lock and LMS, it does not understand whether lock is opened or closed physically. This can be derived only by Physically downloading Audit trail data from the lock on need basis as and when required. Request Bank to rephrase the clause as to "obtain the audit trail of the lock on need basis as and when the same is required"	It is clarified that, the successful bidder should be able to provide the audit logs of the OTC, as and when demanded by the Bank without any additional cost to the Bank.
57	52	Annexure -7 3.5	(iv) List of terminals for which OTC pass codes are not used for opening / closure doors between any 2 dates;	Since there is no connectivity between Lock and LMS., LMS does not understands whether lock is opened or closed physically. This can be derived only by Physically downloading Audit trail data from the lock on need basis as and when required. Request Bank to rephrase the clause as to "obtain the audit trail of the lock on need basis as and when the same is required"	It is clarified that, the successful bidder should be able to provide the audit logs of the OTC, as and when demanded by the Bank without any additional cost to the Bank.
58	52	Annexure -7 4.3	Successful bidder should isolate the Bank's data from the data of other customer in dedicated servers.	This clause will apply only If the Servers are host at bidder's premises. Request bank to recheck on this clause.	The clause stands deleted
59	52	Annexure -7 4.3	Successful bidder should isolate the Bank's data from the data of other customer in dedicated servers.	This clause is contradictory to clause 1.1 where it specified to be hosted at banks premises. Hence, we request bank to please check and confirm	The clause stands deleted
60	52	Annexure -7 4.3	Successful Bidder should isolated the Bank's data from the Data of the other customer in dedicated servers	Please Clarify	The clause stands deleted



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
61	52	Annexure -7 4.4	The successful bidder should get the solution and facilities audited from time to time as per the requirements of the Bank, Reserve Bank of India and / or any other statutory body, wherever applicable. Cost of such audits should be borne by the Successful Bidder throughout the contract period. Copies of such audit / compliance reports should be submitted to the Bank on demand.	This clause will apply only If the Servers are host at bidder's premises.	Bidders to comply to the RFP Terms
62	52	Annexure -7 4.5	Successful bidder should provide unrestricted access to the employees of the Bank, Reserve Bank of India and 3rd party, agencies appointed by the Bank or Reserve Bank of India to conduct audits at the premises of the successful bidder. The cost of such audits will be borne by the Bank.	Since the solution is hosted at banks premises this clause will not applicable to bidder. Request bank to recheck on this clause.	Bidders to comply to the RFP Terms
63	53	Annexure -7 4.7	Successful bidder should ensure that all logs related OTC pass code generation and dispatch are stored in servers located within India.	Since the solution is hosted at banks premises this clause will not applicable	Bidders to comply to the RFP Terms
64	59	Annexure -13	Manufacturer Authorization Form	We request the bank to clarify that we have an in-house developed software which is LMS vendor agnostic and interfaces with all the Lock Management Software by Lock OEMs to provide the services so do we need to provide a MAF?	Bidders to comply to the RFP Terms



Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
65	60	Annexure -14	Bill of Material	If bank insists on server deployment at Bank premises we request bank have separate line items in Price bid for Hardware/Server., else bidder will provide the hardware configuration to bank and bank to provide the required Hardware for implementation of the solution	Bidders to comply to the RFP Terms
66	60	Annexure -14	Bill of Material	If bank insists on deployment of Solution in bank premises we request bank to have separate line item for onsite resource in the price bid	Bidders to comply to the RFP Terms
67		General Query		Request Bank to confirm the Make and Model number of the locks available in the existing machines	Bank is having S&G make locks with locking mechanism compliant with standards (UL 437 VDS Class and above)
68		General Query		In case bank puts any other brand of lock in the future then how will it manage it	The offered Lock Management Solution should have the compatibility to integrate with the OTC Locks, irrespective of the make and model.
69		General Query		Request Bank to share the Bid Formats Appendix - D, Appendix - E	Available under below navigation canarabank.com->Tenders->Formats Of Important RFP/Tender Documents of DIT Wing Note: Use DBS Wing instead of DIT Wing in the formats available.



Clarification to the Pre-Bid Queries / Amendment to the to the RFP-02/DBS/OTC/2021 dated 08/03/2021 for “Implementation and Management of Digital One Time Combination Lock for ATMs, BNAs and Cash Recyclers”

Date: 25-Mar-2021

Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query	Bank Remark
70		General Query		Request Bank to share the Bank Guarantee Formats Appendix - F, Appendix - G & Appendix - H	Available under below navigation canarabank.com->Tenders->Formats Of Important RFP/Tender Documents of DIT Wing
71		General Query		Request Bank to share the Pre-contract Integrity Pact Appendix - I	Available under below navigation canarabank.com->Tenders->Formats Of Important RFP/Tender Documents of DIT Wing
72		General Query		Request Bank to share the Reverse Auction Formats Appendix - J, Appendix J(1),Appendix J(3) and Appendix J (2)	Available under below navigation canarabank.com->Tenders->Formats Of Important RFP/Tender Documents of DIT Wing
73		General Query		We request the bank to provide the Editable PDF or MS-Word file of this RFP as the RFP is in scanned form and OCR does not work properly on formats leading to typos and missed words.	Bidders to comply to the RFP Terms
74		General Query		Due to the current pandemic issues across the globe request bank to conduct the pre-bid meeting through online.	Bidders to comply to the RFP Terms
75		General Query		We request the bank to share the MS Word document of the RFP	Bidders to comply to the RFP Terms

Date: 25-03-2021


 P Thakur Naik
 Deputy General Manager