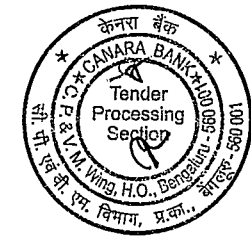


Pre-Bid Query Replies - GEM/2024/B/5688780 dated 10/12/2024 for for Selection of Service Provider for Providing 30 Onsite Technical Support Resources for Base24 ATM Switch Operations for 3 years.

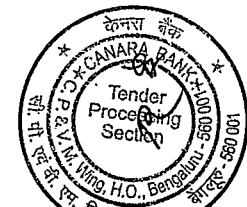
Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank Response
1	15	Section C Deliverables and Service Level Agreements	5.1	The bidder shall guarantee a 24x7x365 availability with monthly uptime of 99.99% for the solution as specified in the Scope of Work, during the period of the Contract which shall be calculated on monthly basis.	Request bank to exclude the downtime which is not attributable to bidder/vendor's scope. Need more clarification as Uptime guarantee needs to be availed from OEM	Penalty is not applicable for the reasons attributable to the Bank and Force Majeure
2	15	Section C Deliverables and Service Level Agreements	5.5	The percentage uptime is calculated on monthly basis as follows: (Total contracted minutes in a month - Downtime (excluding planned downtime) minutes within contracted minutes) * 100 Total contracted minutes in a month	Request bank to exclude the downtime which is not attributable to bidder/vendor's scope. Need more clarification as Uptime guarantee needs to be availed from OEM	Penalty is not applicable for the reasons attributable to the Bank and Force Majeure
3	15	Section C Deliverables and Service Level Agreements	6.2.1	Bidder to ensure availability of all the 30 onsite resources as per the Bank's requirement mentioned elsewhere in the RFP. In case the number of resources deployed is less than the stipulated, the payment shall be made proportionately. In addition, failing to provide onsite support will lead to a penalty of Rs.2000 per shift per day.	We request the Bank to kindly reduce the penalty for failing to provide onsite support from Rs. 2000 per shift per day to Rs. 1000 per shift per day.	Bidder to comply with the RFP Terms and Conditions
4	15	Section C Deliverables and Service Level Agreements	6.2.2	However, the total Penalty/LD to be recovered under above clause shall be restricted to 20% of the total monthly invoice.	We request the Bank to kindly consider reducing the maximum penalty/LD under the mentioned clause from 20% of the total monthly invoice to 10% of the total monthly invoice.	Bidder has to comply with the RFP Terms and Conditions
5	18	Section C Deliverables and Service Level Agreements	6.5.4	Penalties applicable for Transaction decline	We request Bank to levy penalty only in cases where transactions decline are solely due to the OTS team. Technical failures attributable to the OEM should not result in penalties being imposed on the service provider.	Since the ATM Switch is managed and monitored by the selected bidder, we understand that the any transaction decline attributable to external factors like application bug, hardware failure will not be considered for uptime.
6	20	Section C	9.3	The bidder is responsible for providing Incident Management for offered Services. Bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issue.	This clause should be amended specific to the scope of OTS and OEM should be made responsible for this	Bidder to comply with the RFP Terms and Conditions



Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank Response
7	20	Section C	9.5	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.	This clause should be amended specific to the scope of OTS	Bidder to comply with the RFP Terms and Conditions
8	20	Section C Deliverables and Service Level Agreements	10	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.	Requesting Bank to exclude this clause as it is applicable to OEM	In case the bidder wishes to use any software at their own cost to ease out their work, the Bidder should ensure usage of latest licensed software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. Bank will not be responsible for any dispute arising of using such software or any other clauses that may be deemed fit for the said purpose. However the Bidder need to perform all the duties as per the scope of the RFP with out any deviations . The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote Software which is already End of support. Bidder also should not quote Software which are impending End of Support.
9	55	Annexure 2 Pre-Qualification Criteria	3	The Bidder has to submit Due-Diligence Report from any SEBI registered Credit Rating agencies in India	SEBI registered Credit Rating agencies issue Credit Rating report for the borrowers, please confirm if this is the same report that to be submitted	Bidder to refer to Corrigendum-1 for the same.
10	56	Annexure 2 Pre-Qualification Criteria	8	The Net Worth of bidder should not be negative as on 31/03/2024 and also should have not been eroded more than 30% in the last three financial years ending on 31/03/2024.	We propose that the bank consider the bidder's net profit to be positive for the past three years, with the most recent financial position to be evaluated for the bidder's performance of the contract.	Bidder to comply with the RFP Terms and Conditions



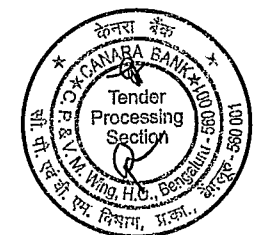
Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank Response
11	56	Annexure 2 Pre-Qualification Criteria	9	Bidder should have been in business of providing On Site Technical support for Base24 ATM Switch to Scheduled Commercial Banks in India for at least last three years as on the date of submission of bid.	We have been providing On Site Technical support for Base24 ATM switch to other banks, which are currently live and operational. However, these services have not been live for the last 3 years. We request the Bank to consider modifying the eligibility criteria to allow participation for bidders who are delivering quality services as of today. We recommend the following modification to the clause "Bidder should have been in business of providing On Site Technical support for Base24 ATM Switch to Scheduled Commercial Banks in India either directly or through subcontract from OEM as on the date of the submission of bid."	Bidder to refer to Corrigendum-1 for the same.
12	14	Section C Deliverables and Service Level Agreements	2.1	The selected bidder has to work with different application vendor in order to integrate new solution to the existing workload or new workloads during contract period.	Need clarity as what type of integration requirements. Requesting Bank to please elaborate this with example ?	Application vendor can be referred to the Interface/Endpoint connected to the ATM Switch or the new enhancement/addition to Base-24 or allied softwares. Eg:The selected Bidder has to work on any new software like SecureDPS,CompliancePRO..etc installed on Base-24/HP Non Stop server.
13	14	Section C Deliverables and Service Level Agreements	2.2	The selected bidder has to work with different teams of Bank & application OEM to understand the policies, requirement and configurations of respective applications for the offered solution.	Need clarity as what type of integration requirements. Requesting Bank to please elaborate this with example ?	The selected bidder may need to work with the respective vendor of the Bank and the OEM to integrate any new application or interface with the ATM Switch. New policies and features introduced in the Bank from time to time as part of the mandates or otherwise , the selected bidder needs to ensure working and compliance of such changes.
14	16	Section C Deliverables and Service Level Agreements	6.5.3	The other Service metrics and Penalties/LD applicable is as given	Given the scope of the RFP, the penalties to be made applicable only in case of manual error of OTS team	Since the ATM Switch is managed and monitored by the selected bidder, we understand that the any transaction decline attributable to external factors like application bug, hardware failure will not be considered for uptime.
15	14	Section C Deliverables and Service Level Agreements	3.3	The selected bidder has to use standard procedures like hardening, dedicated configuration in order to comply security standards including cyber security.	This RFP pertains to OTS services; therefore, these clauses may not be applicable.	Though the standard procedures like hardening, dedicated configuration will be provided by respective OEMs however, OTS team needs to ensure that they are complying the same without any deviation.



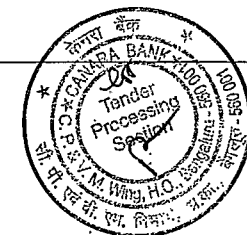
Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank Response
16	15	Section C Deliverables and Service Level Agreements	6.1 Penalties & Liquidated Damages	6.1.1.Failure to deploy the selected resources within three weeks from date of intimation from Bank officials, Bank shall impose a penalty of Rs.2000/- per shift per day.	Request for extending the time to 1 month after date of intimation.	Bidder to comply with the RFP Terms and Conditions
17	16	Section C Deliverables and Service Level Agreements	6.5.Penalties/Liquidated damages for not maintaining uptime	6.5.1.The bidder has to maintain 99.99% monthly uptime for the Base24 ATM Switch.	Bidder to park this clause for discussion with the successful bidder	Bidder to comply with the RFP Terms and Conditions
18	18	Section C Deliverables and Service Level Agreements	6.Penalties & Liquidated Damages delay in deployment of onsite support absence of onsite support	However, the total Penalty/LD to be recovered under above clause shall be restricted to 20% of the total monthly invoice.	Bidder request the Bank to park this clause for discussion with the successful vendor. The penalty on liquidated damages is broad and the cap of 20% on the monthly invoice is very high	Bidder to comply with the RFP Terms and Conditions
19	18	Section C Deliverables and Service Level Agreements	6.3.Penalties/Liquidated Damages for non-performance:	If the selected bidder does not meet the specifications/terms of the RFP during various audits, the selected bidder shall rectify the same at bidders cost to comply with the specifications/terms of the RFP immediately to ensure the committed uptime/terms, failing which the Bank reserves its right to withhold the payment, impose penalty and invoke the Bank Guarantee/ nullify the contract.	Bidder request to provide reasonable opportunity for hearing before invoking bank guarantee towards any of conditions stipulated in the clause. ".....nullify the contract subject to reasonable opportunity of being heard and timeline to cure the defects had been provided to the Service Provider".	Bidder to comply with the RFP Terms and Conditions
20	18	Section C Deliverables and Service Level Agreements	6.11.Penalties/Liquidated Damages for non-performance:	6.11.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.	Bidder request to provide reasonable opportunity for hearing before invoking performance security or otherwise.	Bidder to comply with the RFP Terms and Conditions



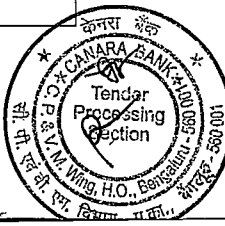
Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank Response
21	20	Section C Deliverables and Service Level Agreements	10. Software, Drivers and Manuals	The selected bidder shall supply along with each item all the related documents, Software 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.	Will the bank provide laptop/Dsktop with all necessary software to the resources. Kindly clarify	Desktop will be provided to all onsite shift resources for accessing the servers.
22	20	Annexure 9 Scope of Work	Sec-3.8.3 Incident Classification and Initial Support	Service Desk should own the incident ticket at all times and should be able to provide a status to the user during the entire incident management lifecycle. All the incident should be logged, recording all the relevant information and full historical record.	Any software to be provided by Service provider. Please clarify like ticketing tool etc.	Bidder to comply with the RFP Terms and Conditions
23	21	Section C Deliverables and Service Level Agreements	13.Right to Audit	13.1.The selected bidder has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/Inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank /such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the selected bidder is required to submit such certification by such Auditors to the Bank. The selected bidder and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the selected bidder. The selected bidder shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.	Bidder request the bank to include inspection with prior notice to the service provider , may verify the accounts and records relating to the scope of the Agreement with Bank	Bidder to comply with the RFP Terms and Conditions



Sl. No.	Page No.	Section / Annexure / Appendix	RFP Clause	Sub-Clause/ Technical Specification	Bidder's Query	Bank Response
24	33	Section F Ownership and awarding of contract	12.Order Cancellation/Termination of Contract	12.1.The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order 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: 12.1.1.Delay in delivery beyond the specified period for delivery. 12.1.2.Serious discrepancies noted in the items delivered. 12.1.3.Breaches in the terms and conditions of the Order. 12.1.4.Non submission of acceptance of order within 7 days of order. 12.1.5.Excessive delay in execution of order placed by the Bank.	Bidder request to include the following: 1. Termination for default be made mutual and on identical terms along with a cure period to cure defaults that are cureable in nature.	Bidder to comply with the RFP Terms and Conditions
25	37	Section G General Conditions	10. Intellectual Property Rights	10.1.Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software/data supplied on behalf of consortium as bidder. 10.2.In the event that the Deliverables	Bidder requests the bank to remove the entire provision as the same is outside the scope of the RFP as this is only a resource augmentation support services sought by the Bank	Bidder to comply with the RFP Terms and Conditions
26	38	Section G General Conditions	11. Confidentiality and Non-Disclosure	11.2.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.	Bidder requests the Bank to make this clause be mutually applicable to both parties.	Bidder has to comply with the Gem Bid terms.



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27	40	Section G General Conditions	13.Training and Handholding	13.5.Bidder/ Vendor/Service Provider shall hold technical knowledge transfer sessions with designated technical team of Business and/or any replacement Service Provider in at least last three (3) months of the project duration or as decided by Bank.	Bidder requests the Bank to modify this provision to include "...3 months of the project duration or as mutually agreed by the parties at the mutually agreed rates."	Bidder to comply with the Gem Bid terms.
28	41	Section G General Conditions	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 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.	Bidder requests the Bank to make the non-solicitation clause mutual. Proposed clause : During the term of this Agreement and for a period of two years thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other party, or aid any third person to do so, without the specific written consent of the other party.	Bidder to comply with the RFP Terms and Conditions
29	42	Section G General Conditions	8.Protection of Data	The BIDDER/VENDOR/ SERVICE PROVIDER is required to 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, Bidder/Vendor/Service provider will be liable to bank for any event for security breach and leakage of data/information	Bidder seeks clarity on the applicability of the provision and the resources will be working at Bank's premises, storage of data with the bank and assets provided by the Bank.	Bidder to comply with the RFP Terms and Conditions
30	42	Section G General Conditions	20.1.Indemnity	Entire provision on Indemnity 20.1	Bidder states that the provision is too broad and generic. Bidder proposes to include the following mutual clause - Notwithstanding anything to the contrary contained in this Agreement 'shall under any circumstances whatsoever be liable (whether by way of indemnity or otherwise) for any consequential, indirect, incidental, special, or punitive damages, whether foreseeable or unforeseeable, (including claims for loss, loss of goodwill, loss of profits, loss of business).	Bidder to comply with the RFP Terms and Conditions
31	45	Annexure 6	Non Disclosure Agreement	NA	Bidder request the Bank to agree on a mutual Non- Disclosure Agreement.	Bidder to comply with the RFP Terms and Conditions



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32	117	Appendix-G Draft Contract Agreement	14.3. Indemnity	14.3.VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project.	Bidder request the Bank to modify the clause and proposes to add the following -"In no event will Bidder's aggregate liability to Bank under the Agreement exceed the fees paid by Bank to Bidder to the respective invoice raised during the particular calendar month in which the claim arose under the Agreement". Bidder request the bank to make it mutual whereby bidder is indemnified for the loses on account of confidentiality, breach of contract by the Bank.	Bidder to comply with the RFP Terms and Conditions
33	121	Appendix-G Draft Contract Agreement	24.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.	Bidder request the Bank to choose arbitration over mediation. Proposed arbitration provision: (If Chennai as venue is not suitable, neutral venue of Mumbai can be agreed) a.Any dispute or disagreement arising between the Parties in connection with the subject matter of this Agreement, or the compliance or noncompliance therewith, or the validity or enforceability thereof, or any other dispute related to this Agreement, first to be settled by way of mutual discussion of the Parties within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either Party informs the other, in writing. b.If the resolution framework referred to above fails, the dispute shall be finally resolved by compulsory arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 through a sole arbitrator to be mutually appointed by both the Parties. The venue and seat of arbitration shall be Chennai, India. Any arbitral award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made in Chennai. The arbitration shall be conducted in the English language and any award or awards shall be rendered in English. The award of the arbitral tribunal shall be final and binding on the Parties.	Bidder -to comply with the RFP Terms and Conditions

Place: Bangalore
Date: 20-12-2024

DEPUTY GENERAL MANAGER

