

Annexure I: Pre-bid Clarifications					
SI no	RFP Point No/ Title	Page No. in RFP	Details Provided in RFP	Query/Changes Requested	Replies to queries/ Pending for discussions
1		3	Last date of receipt of Bids - 10.09.2018 at 16.00 Hours	Request bank to extend the submission by 2 weeks as the subject RFP is complex	Please adhere to the terms of RFP
2	13	9	Acceptance of terms and conditions: The bidders submitting their bids in response to this RFP should accept all the terms and conditions in total without any deviation or condition.	The RFP clause is silent on the bidder's negotiation rights and hence, request to consider that the terms and conditions of the contract shall be as mutually agreed between the parties.	Please adhere to the terms of RFP
3	14.3 Commercial evaluation	10	14.3.3 The rates quoted during online reverse auction shall include all costs, duties including excise duty, levies, insurance, freight, warranty, AMC, charges for incidental services, installation and grouting charges etc.	We request Bank to kindly clarify why is the requirement of Grouting mentioned in this section. Request the bank to clarify	Grouting charges are not applicable for the Terminal Security Solution.
4	16. Bank's right to vary quantities	10	The Bank reserves the right to increase or decrease, by 25%, the quantity of goods and services originally specified in the Section 4.3(iii) without any change in unit price and other terms and conditions.	Request the bank to change the clause to "The Bank reserves the right to increase or decrease, by 25%, the quantity of goods and services originally specified in the Section 4.3(iii) at mutually agreed price.	Please adhere to the terms of RFP
5	20	11	21. Negotiation The Bank reserves the right to further negotiate on the price offered, with the L1 vendor, if the price quoted is found unreasonable or in any exceptional circumstances.	Commercial evaluation is based on the reverse auction, we request bank to finalize the L1 bidder with lowest bid price without further negotiation	Bank reserves the right to negotiate with the L1 bidder in exceptional circumstances if the price finalised during reverse auction is found to be exceptionally high in comparison to the market rates.
6				Request the bank to delete this clause as the bank is already getting the best price in the market with reverse auction.	

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7				The prices submitted in the bid are fixed after considering various external and internal factors and hence, a negotiation by the bank is not acceptable . The prices are fixed through the reverse auction process and hence, request to remove this clause.	
8	22	11	22. Signing of Contract Within Fifteen (15) days from the date of receiving the Purchase Order, the Successful bidder(s) shall provide acceptance of the purchase order, sign the contract as per the format provided in section VI (4) and return it to the Bank.	The RFP clause is silent on the bidder's negotiation rights and hence, request to consider that the terms and conditions of the contract shall be as mutually agreed between the parties. The clauses specified are to be included in the contract as mutually discussed.	Please adhere to the terms of RFP
9				1. 15 days is too short 2. the format of the contract provided in the RFP cannot be signed AS IT IS. The term of the contract need to be mutually discussed an agreed.	
10	24	12	Awarding of Contract - If for any reason, L1 Bidder backs out after issuance of Purchase order or the purchase order given to the L1 Bidder does not get executed in full / part, the Bidder shall forfeit the EMD / Bank shall Invoke Performance Bank Guarantee, and blacklist the Bidder for a period of one year.	The Bank has other recourses like invoking EMD/PBG, terminate the contract etc, for non-acceptance or non-performance by the bidder and hence request to remove the provision for blacklisting the vendor.	Please adhere to the terms of RFP

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11	Section IV.2	14	Use of Contract documents and information: 2.1 The Supplier shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.	Request to make this clause mutual as the bidder also shares confidential and proprietary information with the bank and its representatives during the term of the contract	The Non-disclosure Agreement agreement will be mutually applicable to both the parties.
12	Section IV.3	14	Patent Rights If at the time of supplier supplying, installing and commissioning the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, supplier shall indemnify the Bank and keep it indemnified in that behalf. However, except for indemnity for IPR (Intellectual properties rights) claims, the supplier will not be cumulatively liable	The indemnification for infringement of IP rights are acceptable however, the RFP is silent on the standard exceptions available for such indemnification. Also the capping of liability under the clause is not acceptable. Request to cap the cumulative liability of the bidder limited to last 12 months' fees paid by the bank to the bidder, except for IP infringement claims.	Please adhere to the terms of RFP.
13				1. The standard exclusions for IPR infringement need to be included 2. The liability cap to the extent of contract value is not acceptable	

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14			to the Bank for any amount greater than the Contract value.	We agree to indemnify Bank subject to Bank follows following process: 1. Bidder's IP indemnification obligations are to defend Bank for any IP infringement claim against the Bank by the IP owner, and pay any court awarded damages or any settlement that Supplier agrees to. 2. The IP infringement indemnification obligations of Bidder are subject to Bidder getting prompt notice, sole control of the IP infringement claim and requested support from the Bank. 3. The IP infringement indemnification obligations do not include any claim based on a combination of the solution provided by Bidder with products not provided by Bidder. 4. Bidder will be allowed to take all reasonable actions with respect to the accused products to mitigate any infringement claim; and 5. The above is Bidder's entire obligations and Bank's sole remedy for IP infringement.	
15	4	15	4.1- a) (Bank reserves the rights to purchase the hardware from any other source as per the technical specifications submitted by the successful bidder.)	Bidder does not have expertise in Supply of Server Hardware, Request bank to Exclude the requirement from the scope since the Bank would have vendors empanelled and better SLA terms and procuring from the existing vendors would be ideal for the project.	Please adhere to the terms of RFP.

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16	4.1 D	15	d. Customize the TSS solution at no additional cost to the Bank to comply with the requirements and guidelines issued by regulatory authorities (RBI, Government of India & NPCI) during the contract period.	It is difficult to predict any new compliance that may come in the future. We can do this without any additional cost if no major software or hardware change is required. In case of a major change then the bank needs to pay on a mutually agreeable basis.	Bank will pay mutually agreed rates for any change or upgradation of hardware and for developing any new software functionality not covered under the scope of the RFP. However, any change / customisation in the existing scope / functionality mentioned in the RFP shall be done at no cost to the Bank.
17				Bidder will support the bank for customisation as per requirement, however to support this customisation bank will have to bear the cost of efforts made by bidder for required customisation. Request the bank to add a clause for payment of such efforts.	
18				Any Customization shall be limited to till the date of Bid Submission Date and Post installation apart from regular maintenance like Patch update, Upgrade etc. , if any new regulatory compliance which required Major change in the S/w or H/w shall be done on mutual agreed rate , Request bank to amend the same.	

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19				Bidder can undertake the responsibility of complying with all the laws applicable to the Bidder with respect to the solutions delivered under this RFP. The responsibility to comply with statutory and regulatory guidelines applicable to the Bank is responsibility of the Bank, hence we request the Bank to kindly amend this clause and exclude liability applicable to the Bank due to Bidder's non-compliance of applicable laws.	
20	4.1 b	15	Test the solution in the existing terminal models as well as new models installed during the contract period with help of original equipment manufacturers (OEMs) of ATMs & Cash Recyclers.	We suggest bank to consider existing models during contract period. Any new model launched by OEMs may require new development which is not known now.	Please adhere to the terms of RFP
21	4.1 e	15	e. Facility management through 1 onsite resource each under 3 shifts (from 6:00 AM to 2:00 PM, from 11 AM to 7 PM and from 3 PM to 11 PM. respectively) on all days except Nationwide Bank Holidays, at Bank's ATM monitoring department at Chennai. The resources should have prior experience in TSS server operations. In case of leave / absence of the FM resource(s), alternate resource with adequate knowledge and experience should be deputed for duty.	We request bank to precisely mention the quantity for number of onsite resources required. This will create an even playing scenario for all bidders. The current clause is not stating the quantity of resources required.	No. of resources should be allocated for handling 3 shifts per day with 1 onsite resource per shift. The bidder to ensure sufficient backup resources for leave & emergency period.

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22	4.2-e	15	Testing the latest application and OS patches	The FM team would be dedicated to daily jobs and testing activity is to be kept separate to respective OEM in the lab, The deployment can be done by the FM team remotely	FM team should co-ordinate with OEM engineer and Bank officials for testing.
23	4.1 f	15	f. Training to Bank's team of 5 officers on operations, configurations and trouble shooting of all the components of the TSS Solution.	Request the bank to provide the location of the training. It is assumed that the training would be provided only once during the implementation phase of the contract. Request the bank to clarify	Training to be provided at Bank's office at Chennai, once.
24	4.3	16	Payment for client licenses will be made only for the actual number of software clients installed and operational on a quarterly basis.	We request the bank to clarify, how will the bidder get access to the ATM to deploy the license	Licence will be deployed by the OEM. Successful bidder will get to know once the client starts reporting to the server.
25	4.3	16	(i) Hardware: 1 set of Application Server & Data Base Server each for Primary Data Centre and DR Site (identical configuration for both the sites) and 1 UAT server at Primary DC.	Request bank to Supply the same as Bank shall have Empanelled Supplier with better Price Point , warranty and AMC terms in place as Bidder shall not have such advantage in terms of Price and other related service	As per the terms of RFP, supply of Hardware is optional.
26	4.3 iii	16	Software Client	We request bank to clarify the quantity of licenses required. We understand bank has around 3000 ATM/CDM however the clause states 6000 client licenses. Please clarify the quantity of client licenses required.	6000 client licenses include the licenses required for the new terminals estimated to be deployed during the contract period of 5 years.

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27	4.3(III)	16	Separate Delivery orders for client licenses will be issued by the bank as and when the licenses are required by the bank	The licenses issued are paper licenses and perpetual in nature , hence request bank to quantity each delivery order (minimum order qty of 500 units)	Delivery order for client licenses of new terminals will be placed based on the quantity of new terminals being procured by the Bank through RFP
28	5	16	TIMELINES FOR IMPLEMENTATION AND PENALTY FOR DELAY	The timeliness would need bank support on infrastructure availability in terms of lab, OEM hardware & Software etc. Request the bank to consider the facts and allocate additional time for the implementation in case of delays if any from respective stake holders.	Additional time of one week will be given for delivery and implementation if the hardware is purchased from successful bidder. If hardware is provided by the Bank, Successful bidder shall supply the software within 3 weeks from the date of receipt of purchase order and installation to be completed within 6 Weeks from the date of receipt of Purchase Order.
29				8 Weeks from the date of receipt of Purchase Order. For DC. 10 Weeks from the date of receipt of Purchase Order	
30				We request the bank to change this to 8 weeks for DC and 10 weeks for DR We request the activity to be completed in 12-15 weeks due to multiple dependencies on third party.	
31				Request bank to extend the delivery period to 7 week from the date of PO	
32				Request the bank to amend the timelines as mentioned under Delivery of hardware: 10 weeks for DC, 12 weeks for DR	
33				2 Weeks Post Delivery of Hardware & Software Licenses for the proposed solution.	

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34				Request bank to extend the delivery period to 9 week from the date of PO	
35				Completion of UAT for DC 12 weeks	
36				4 Weeks Post Complete Installation of the proposed solution at DC & DR.	
37				Request bank to extend the delivery period to 8 week from the date of PO	
38				Commencement of Facility management 12 weeks	
39				Bidders will provide the hardware and database software requirements. We recommend bank to purchase on their own the required hardware and database software.	As per the terms of RFP, supply of Hardware is optional. Database software should be supplied by the successful bidder. Please adhere to the terms of RFP
40				We request the bank to clarify regarding testing of solution on machines in 2 weeks. We need the support of OEM for this for accessing the ATM. Will this be facilitated by the Solution? What is the timeline to deploy on ATM end points?	Please adhere to the terms of RFP. Successful bidder, on their discretion, can start the testing immediately on completion of Reverse Auction to adhere to the timelines specified in the RFP. Deployment on ATM endpoints is not in the scope of this RFP.
41				We request the bank to change give us 2 Weeks time to Identify or Appoint Project Manger (SPOC) and Project Kick -off meeting	Please adhere to the terms of RFP
42	5.a.2 a.6 - 5	16	Penalty For Delay In Implementation	We request the bank to change uniformly from 0.25 % to maximum of 5 % deduction 3%	Please adhere to the terms of RFP

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43	5. a.	16		0.1% of the onetime implementation fees for each week or part thereof, till a maximum deduction of 5%.	
44	5. a.	17	Training to Bank' team - 8 Weeks from the date of Acceptance of Purchase Order	4 Weeks Post Delivery of Hardware & Software Licenses for the proposed solution.	Please adhere to the terms of RFP
45	5. b.	17	Once the Liquidated Damages for any of the above activities reaches the maximum deduction of 10%, Bank may consider termination of the contract.	There is no CAP on penalty terms. We request bank to CAP for all type of penalties & it should be maximum 5%. And no penalty should be linked with the extent of loss.	Please adhere to the terms of RFP
46				Request to include that the cumulative penalties/liquidated damages that may be charged to the bidder under the contract shall be capped at 10% of the total contract value. Also the clauses are silent regarding a cure period to the bidder for remedying the breach, prior to terminating the contract. Please provide 30 days cure period.	
47				LD has applied for each stage of delivery Schedule and Impact shall be huge, we request bank to apply LD for any delay at final UAT Sign off for DC & DR of 10 week from the date of PO and cap the LD up to 10% of the contract value	
48	6-III	17	Copy of insurance certificate to be provided	This would be applicable to only the hardware supplied	Insurance Certificate will be applicable for Hardware Only

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49	8. C Terminal Security Solution Uptime & Penalty For Downtime	18	c. In case the downtime exceeds the permitted maximum downtime of 0.10%, Downtime penalty will be applicable and will be recovered from the successful bidder at Rs.10,000/- for every 30 minutes increase in the downtime, or part thereof, subject to a maximum of Rs.10 Lakhs per month. Bank may consider termination of the contract if once the maximum penalty is reached during any month.	We request the bank to modify recovery cost from Rs.1000/- for every 30 minutes increase in downtime, or part thereof, Subject to maximum of Rs.1 Lakh per month. Also, Bank to consider termination of the contract if once the maximum penalty is reached in a year	Please adhere to the terms of RFP. Uptime to be guaranteed for the items delivered at the Central site only. Downtime will be counted for penalty when the TSS is Down at Primary and DR simultaneously.
50				The maximum allowable downtime is assumed to be 0.50 % based on the minimum uptime requirement specified by the bank in Point a where banks asks to maintain a minimum uptime of 99.50 % This downtime is understood to be applicable to the server component. Request the bank to change this clause to "c. In case the downtime exceeds the permitted maximum downtime of 0.50%, Downtime penalty will be applicable and will be recovered from the successful bidder at Rs.1,000/- for every 30 minutes increase in the downtime." as per the industry standards	
51				Request the bank to reduce the penalty amount	
52				As the down time not impacting the TSS Solution as the applied Policies will be Intact even after there is no connectivity. Hence request Bank to relook at the clause and amend the same.	

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53				Please limit all penalties to 5% of the Order value during supply and implementation and penalties during AMC to 5% of the yearly AMC value. Request Bank to amend the clause.	
54				As the down time not impacting the TSS Solution as the applied Policies will be Intact even after there is no connectivity. Hence request Bank to relook at the clause and amend the same.	
55				The uptime can be provided only for central software solution. The standard industry uptime is 97%. We request bank to amend the clause to uptime of 97% for the central software set up for TSS and this uptime will be dependent on bidder supplier software only. Any bank dependencies	
56	8.d.	18	d. In the event of TSS client software installed in the terminal requires re-installation by way of engineer visit to the terminal, due to reasons attributable to TSS or successful bidder, cost of such re-installations shall be borne by the successful bidder.	It should be borne by respective OEM rather than bidder as Bank has AMC/SLM with their respective OEM.	Please adhere to the terms of RFP

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57	8.e	18	In case bank or customer suffer any loss due to failure of the TSS in prevailing any fraud or activity which the TSS is expected to prevent, bank will recover the loss from the successful bidder	Request the bank to remove such clauses as the bidder will not have any control on fraud prevention, The implemented TSS software will help prevention of malware and known frauds, any new type of fraud which is not monitored by TSS application shall not be accountable to the bidder. Also there need to be some capping on the penalty on account of these losses.	Please adhere to the terms of RFP
58				Please limit all penalties to 5% of the Order value during supply and implementation and penalties during AMC to 5% of the yearly AMC value. Request Bank to amend the clause.	
59	Section IV.8	18	Terminal Security Solution Uptime & Penalty for Downtime	The RFP clause is silent on the requirement for capping the cumulative penalty of the bidder. Request to cap the overall penalties limited to 10% of the TCV	Please adhere to the terms of RFP

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60				As the RFP already states the penalty and LD applicable to the Bidder for any default on the part of bidder in delivery of Solution in compliance with the terms of the RFP. Further Bank is also entitled to terminate the Agreement and encash the PBG in the event of Bidder's default in delivery of solution in compliance with the terms of the RFP. Hence, we request the Bank to kindly delete this additional remedy for same nature of default in delivery of solution.	
61	13. Warranty & Annual Maintenance Contract	19	13.1 The Successful Bidder shall provide warranty that the Solution and Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Successful Bidder shall provide further warranty that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the BANK Specifications) or from any act or omission of the Successful Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.	Warranty for no defect arising from design, materials or workmanship is not acceptable. This will be subject to OEM warranty.	Please adhere to the terms of RFP

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62	13.3	20	Bank reserves the right to award the AMC to any other service provider without assigning any reason whatsoever	This is not acceptable as the base solution is provided by us. Request the bank to remove this clause , bidder should be provided with the AMC charges to support the offered product, and any other service provider shall not have any right to offer the AMC for product licenses offered by the bidder	Bank may consider awarding the AMC to any other service provider if the performance of the successful bidder is not satisfactory, or if the successful bidder is blacklisted by any Public Sector Bank during the contract period.
63				All the commercial shall be finalized based on the Scope of delivery and Contract period and we request bank for the clear commitment for AMC as this shall impact the P&L in case AMC is withdrawn, request bank to exclude the mentioned clause 15.2	
64	14.a.	20	a. For Hardware to be installed in Primary DC & DR Site including UAT servers: (i) On Delivery: Eighty (80) % of the cost of the hardware (Excluding AMC) shall be paid on receipt of Goods at the destination and on submission of the documents specified in point 7 above, duly acknowledged by the Bank's representative at the respective site for the receipt of goods; (ii) On Installation: The remaining twenty (20%) of the cost of the hardware (Excluding AMC) shall be paid on submission of claim along with	100% Post delivery of the Hardware at DC and DR	Please adhere to the terms of RFP
65				Updates and releases can be provided during the AMC period, subject to payment of AMC fees and any new version/new releases to the application software can be done only through change request.	Bank will pay mutually agreed rates for any change or upgradation of hardware and for developing any new software functionality not covered under the scope of the RFP. However, any change / customisation in the existing scope / functionality mentioned in the RFP shall be done at no cost to the Bank.

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66			Manufacturer's / Successful Bidder's Warranty Certificate and the installation certificate issued by the bank's representative in Performa enclosed.	The payment terms are silent on the due date of payment of fees to the bidder and also is silent on the right of the bidder to charge interest for delayed payments. Can we include that the bank shall pay the invoices within 30 days from the date of receipt of invoices by the bidder and also can the bidder charge 10% per annum late fee payment interest?	Bank will make the payment within 15 days from the submission of invoices and necessary attachments. However, no interest will be paid on the delay.
67				100 % Post Successful Installation of Application in Primary DC and DR. This should not be linked with the Application of Clients in Terminal as the same is the responsibility of OEM.	Please adhere to the terms of RFP
68				Since the software client to be installed in the terminals is the responsibility of the OEM. As and When the Terminal license is Installed Bank should release the Payment in Multiple of 100 Sites or so on.	Please adhere to the terms of RFP
69				80 % on Completion of UAT Signoff and 20 % Post Pilot Per Terminal of each OEM..	Please adhere to the terms of RFP
70				Payment for Facility management services to be Monthly Advance since it's a resource cost.	Please adhere to the terms of RFP

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71	13.8 AMC & 13.9 AMC	20	13.9 Warranty should not become void if the BANK buys any other supplemental hardware/ software from a third party and installs it with/in these machines in the presence of the representative of the Successful Bidder and after tested by the Successful Bidder. However, the warranty will not apply to such third-party hardware/ software items installed by the Bank.	This is not acceptable and shall be subject to OEM Warranty terms	Please adhere to the terms of RFP
72	14. PAYMENT TERMS (for facility Management)	21	Payment for Facility management services will be quarterly in arrears on submission of Invoices and based on the attendance and punctuality of the onsite resources. Bank will make the payment on prorata basis if the resource(s) do not attend the duty or report late. The TDS on all payments will be deducted at the applicable rate as per provisions of the applicable law.	Request the Bank to make payment for the facility management monthly in arrears as the bidder would be incurring the cost monthly.	Please adhere to the terms of RFP
73	14. PAYMENT TERMS (for AMC)	21	Payment for AMC will be made half yearly in advance on submission of Invoices and upon successful completion of the performance obligations for the previous half year. TDS on all payments will be deducted at the applicable rate as per provisions of the applicable law.	AMC payment is generally paid quarterly in advance. We request the bank to consider the same Request the bank to amend this clause as follows: " Payment for AMC will be made quarterly in advance on submission of Invoices and upon successful completion of the performance obligations for the previous half year. TDS on all payments will be deducted at the applicable rate as per provisions of the applicable law.	Bidder clarified that the query was raised inadvertently and requested Bank not to change the payment terms of RFP

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74	Section IV. 16	22	Change Orders: The Bank may, at any time, by a written order given to the Successful Bidder, make changes within the general scope of the Contract in any one or more of the following: a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the BANK; b. the method of shipment or packing; c. the place of delivery; and / or d. the Services to be provided by the Successful Bidder;	Request to specifically mention that the bidder shall agree to the requirements by the bank through change orders, for additional charges.	Please adhere to the terms of RFP. If any such change causes an increase or decrease in the cost of, or the time required for, the Successful Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the contract or delivery order shall accordingly be amended. Any claims by the Successful Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the Successful Bidder's receipt of the Bank change order.
75	Section IV. 17	22	Termination for default: The Bank, without prejudice to any other remedy for breach of contract, by written notice (with a notice period of 15 days) of default sent to the Successful Bidder, may terminate this Contract in whole or in part:	The clauses (a) and (b) are generic. Termination is acceptable for breach of material terms and conditions, which are not cured within the mutually agreed cure period.	Covered by amendment corrigendum
76				We request bank to provide a Cure period of 60 days to the Bidder. The Bidder also requires a right to terminate or suspend the services in the event of breach of the agreement terms by the Bank.	

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77				We request the Bank to provide supplier cure period of 30 days before exercising its right to terminate the Contract.	
78	19	23	As per scope of the RFP, subcontracting is prohibited. However, if the successful bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. In case subcontracting is permitted by the Bank, the contracting supplier will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting supplier is also responsible for ensuring that the Sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same.	We request the Bank not to withhold, delay or deny its permission to the Bidder for engaging sub-contractor for delivering TSS solution under this Agreement and amend this clause accordingly.	Please adhere to the terms of RFP

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79	Section IV 23	23	Termination for convenience : The Bank, by written notice (with a notice period of 30 days) sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. The Goods that are complete and ready for shipment within thirty (30) days after the Successful Bidder's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices.	We can accept the termination for convenience only upon payment of a mutually agreed termination fees.	Please adhere to the terms of RFP. As per RFP, Bank will pay accept items which will be ready for shipment within 30 days from the notice of termination. This is applicable for client licenses for which delivery orders have been issued by the Bank.
80				As the Solution Fee quoted by the Bidder will be based on the assumption of total no. of ATM sites on which Surveillance Solution needs to be deployed, total tenure of the Agreement, TSS hardware to be deployed at the ATM site, in the event Bank intends to terminate the Agreement for convenience, we request the Bank to pay the Bidder termination fee equivalent to the Solution Fee payable by the Bank for total no. of ATM sites allocated to the Bidder for unexpired term of the Agreement and amend this clause accordingly.	

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81	Section IV. 20	23	Confidentiality: Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed to the selected bidder by the Bank in connection with performance obligations of the bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without any written approval of the Bank. In the event of a breach or threatened breach by the bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain bidder from any such breach, threatened or actual.	Request to make this clause mutual and also the standard exceptions to the confidential information is not present in the clause. Can we get this modified?	The Non-disclosure Agreement will be mutually applicable to both the parties.
82	Section IV 25	24	Limitation of liability The cumulatively liability of the Successful Bidder to the Bank is limited to the total contract value except for:	Request to cap the cumulative liability of the bidder limited to last 12 months' fees paid by the bank to the bidder, except for IP infringement claims.	Please adhere to the terms of RFP. The following penalties are capped: (i) Penalty for delay in implementation. (ii) Penalty for Down time of TSS solution
83			(a) Indemnity for IPR (Intellectual properties rights) claims; (b) Loss incurred to the Bank due to malfunctioning of the goods supplied by the successful bidder; and For (a), (b) and (c) above, Successful Bidder shall reimburse the actual loss incurred by the Bank. The cumulatively liability of the Successful Bidder to the Bank is limited to the total	1. LOL cap of contract value is not acceptable 2. Unlimited liability for Loss due to malfunctioning is not acceptable 3. We do not find sub clause c Request the bank to limit the liability for the bidder to 10 % of the total contract value as per the industry standards	

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84			contract value	As the RFP already states the penalty and LD applicable to the Bidder for any default on the part of bidder in delivery of Solution in compliance with the terms of the RFP. Further Bank is also entitled to terminate the Agreement and encash the PBG in the event of Bidder's default in delivery of solution in compliance with the terms of the RFP. Hence, we request the Bank to kindly amend this clause and keep only third party claims made against the Bank with respect to IP infringement out of the liability cap and amend this clause with following wordings: " Excluded Damages. 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 RFP or any order, for: (a) indirect, incidental, consequential, special, or punitive damages; (b) loss of profits or revenue (other than in an action by the Bidder to recover amounts owed); or (c) loss of reputation, goodwill, time, opportunity, data, or access to data. Liability Cap. Neither party will be liable to the other for any amount greater than the cumulative purchase price, fees, and charges set forth in the product order(s) at	

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				issue, or in the case of an order for maintenance Services, any amount greater than the total fees charged by the Bidder during the preceding 12 months for the Services giving rise to the liability. Notwithstanding the foregoing, this Paragraph does not limit a party's liability for intellectual property infringement."	
85	26. Settlement of Disputes	25	In case of dispute or difference arising between the Bank and a domestic Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the respective Bank and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks Association, India which appointment shall be final and binding on the parties.	Require an option to agree for a Sole arbitrator mutually agreed between the Parties. In the event of disagreement, panel of 3 arbitrators can be considered.	Please adhere to the terms of RFP

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86	Section V - Qualification Criteria Point - 6	27	<p>The TSS solution should have been tested in minimum 3 of the following terminal models available in Indian Bank:</p> <p>i. Diebold Cash Dispensers ii. Wincor ProCash Cash Dispensers iii. Nautilus Hyosung Cash Recyclers iv. NCR Cash Dispensers v. Hitachi Cash Recyclers</p>	Since this is a new requirement in India we request bank to accept vendors having tested the solutions at least in <u>one terminal model</u> , however POC may be done in all different models before finalising the order.	Please adhere to the terms of RFP
87				We would request Bank to modify the said clause as "The TSS solution should have been running on MS Windows XP, 7,8 or 10 in any one of the bank or ATM Operator in India. Purchase Order or certificate issued by the bank or ATM Operator must be attached to bid"	
88				Technically TSS solution is based on Microsoft Windows Operating System versions like XP or 7, 8 or 10 and TSS is an independent of Brand and Make and Model. Thus, changes requested. The TSS solution should have been running on MS Windows XP, 7,8 or 10 in any one of bank or ATM Operator in India. Purchase Order or certificate issued by the bank or ATM Operator must be attached to bid.	

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89				Technically TSS solution is based on Microsoft Windows Operating System versions like XP or 7, 8 or 10 and TSS is an independent of Brand and Make and Model. Thus, changes requested: The TSS solution should have been running on MS Windows XP, 7, 8 or 10 in any one of bank or ATM Operator in India. Purchase Order or certificate issued by the bank or ATM Operator must be attached to bid.	
90	SECTION V - Qualification Criteria Point - 1	27	Bidder should be a company registered in India with minimum 3 Years of experience in providing and implementing any software solutions for banking terminals (ATM/BNA/Kiosks) under OPEX/CAPEX model A certificate from the same Bank clearly mentioning that the services of bidder were availed for a minimum of 3 years.	We can share the Purchase orders and invoice copies. The orders are completed so we do not have the certificates for the same. The software was sold as part of the hardware so we cannot get a separate certificate for software.	Documents as specified in the RFP should be submitted.
91				We would request Bank to modify the clause as "Bidder or their TSS partner should be a company registered in India with minimum 2 years of experience in providing and implementing any software solutions for banks (ATM/BNA/Kiosks/Desktop) under OPEX/CAPEX model".	Please adhere to the terms of RFP

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92				Request the bank to clarify if implementation experience of switching software for banking terminals will be a valid experience for the bidder to qualify for this bid.	Experience in switch implementation will be valid for eligibility only if the same bidder has installed their terminal software in the ATM / Cash Recycler.
93	SECTION V - Qualification Criteria Point – 5	27	Bidder should have implemented or currently implementing the same TSS offered to Indian Bank in at least 1 Scheduled Commercial Bank in India along with Facility Management Services at Bank Premises.	We request the bank to modify this clause to LOI issued by any scheduled commercial bank in India for implementing TSS. We can share the certificate from the bank but cannot provide a certificate as the deployment is on a Brown Label model .	Covered by amendment corrigendum
94				Request the bank to remove this clause and allow the participation of new vendors, the proposed solution is implemented globally and the bidder has good experience for facility management in hosted environment rather than supporting same in bank's premises	

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95				<p>This is a completely new solution and none of the banks have given purchase order mentioning TSS solution in PO along with Facility management services at Bank's premises.</p> <p>We request Bank to amend the clause as : Bidder should have implemented or currently implementing the same TSS offered to Bank, in at least 1 Scheduled Commercial Bank in India Document / proof to be submitted: Bidder to submit reference letter from Bank mentioning the proposed TSS solution implemented.</p>	
96				<p>We would request Bank to modify the said clause as "Bidder or their TSS partner should have implemented or currently implementing the same TSS offered to Indian Bank in at least 1 Scheduled Commercial Bank in India as a part of the ATM packaged solution with their ATM partners." (or) "Bidder should have implemented or currently implementing the same TSS offered to Indian Bank in at least 1 Scheduled Commercial Bank in India in the existing/ongoing ATM projects".</p>	
97	SECTION V - Qualification	27	Copy of purchase orders (all pages) which was issued before 01.08.2015 for supply	Requesting bank to consider PO issued/received till date.	Please adhere to the terms of RFP

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98	Criteria Point - 1		and implementation of any software solution for banking terminals (ATM / BNA / Kiosks) under OPEX / CAPEX model.	Since the requirement is generalised to any software pertaining to ATM terminals which would not really quantify the capability of the bidder to execute large scale projects like TSS, Request Bank to amend the requirement to Purchase order issued in 2015 for supply and implementation of similar software solution for banking terminals for a minimum quantity of 1000 units	
99	SECTION V - Qualification Criteria Point - 3	27	The bidder should have made net profit during each of the last three consecutive financial years.	Request the bank to accept the financial data for FY2014-15, 2015-16 & 2016-17 because the financial statements for the year FY2017-18 are under preparation. Request the bank to change this clause as "The bidder should have made net profit during two of the last three consecutive financial years (FY2014-15, FY2015-16, FY2016-17)."	Covered by amendment corrigendum
100				<p>We would request Bank to please consider positive net worth and EBITDA positive for the last three financial years and having Net worth of 100crores.</p> <p>We are an EBITDA positive organization and net profit is negative due to mainly Depreciation cost i.e. non-cash amount & other related cost which is debited on a yearly basis from the Balance Sheet. Also, being a young Organization</p>	

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				<p>who had deployed & currently managing over 10,000 ATMs for the last 7 years by incurring a lot of capital expenditure (to the midst of debt and equity) has resulted in a substantial depreciation to be charged in the P&L account as well as interest expense to service the debt. As, you would appreciate that the true strength of the Organization is accessed by whether it runs its operation smoothly, efficiently & self-sustainable basis. This assessment is measured on the basis of the EBITDA positive made by any Organization. Other non-cash charges like depreciation and interest has nothing to do with the operating efficiency or strength of the company and are dependent on the capital structure (midst of debt and equity) which defers from Organization to Organization. Hence, EBITDA positive is the true measure of comparing various bidders who will be able to manage this RFP requirement efficiently, smoothly and not the Net Profit. We would request Bank to please consider Positive Net Worth & EBITDA positive in the said clause for the last 3 financial years.</p>	

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101				We suggest bank to consider Operating profit (as EBITDA i.e. Earnings Before Interest, Tax, Depreciation & Amortization) during last 3 years i.e. (2014-15, 2015-16 & 2016-17 or 2015-16, 2016-17 & 2017-18)	
102	SECTION V - Qualification Criteria Point - 2	27	Turnover of the bidder should be at least Rs.10 Crores per year from business in India for the last 3 financial years.	Request the bank to accept the financial data for FY2014-15, 2015-16 & 2016-17 because the financial statements for the year FY2017-18 are under preparation.	It is already mentioned in the RFP
103				We recommend that turnover should be increased from 10 to 100 crores so that reputable companies are able to bid. The RFP is for security solutions and we recommend bank to go for reputable bidders as these solutions need to be proven in market from proven bidders	Please adhere to the terms of RFP
104	SECTION V - Qualification Criteria Point - 8	27	The Bidder Should have Service Support Centres in All Metro and Urban Cities in India from where onsite support can be provided to terminal site in case any issue could not be solved by the OEM or Facility Management Team.	We request the Bank to amend the clause as: The Bidder / partners Should have Service Support Centres in All Metro and Urban Cities in India from where onsite support can be provided to terminal site in case any issue could not be solved by the OEM or Facility Management Team.	Bidder can use the service support facilities of their existing partners. Details should be provided in the Annexure of RFP.
105	10	42	Integrity Pact	Bank to Clarify Integrity Pact shall be executed on Bidder Company Letter Head or Stamp Paper	Integrity Pact should be on Rs.100 stamp paper.

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106	Pt No 12	48	12. DETAILS FOR CUSTOMER REFERENCE(TO BE SUBMITTED FOR MINIMUM 2 CUSTOMERS WHO HAVE PURCHASED THE TSS UNDER CAPEX MODEL)	We request the bank to remove this as we are providing this under Opex model	Covered by amendment corrigendum
107	2.2	49	The solution should be able to remotely change the hardening policy of the terminal OS	We request bank to clarify on how OS policies of other OEM will be controlled. OS policies are limited to OEM and we request bank to remove this clause	Please adhere to the terms of RFP
108	Section VII 1.1	49	The TSS client software should be compatible with ATMs running on any version of Windows 7, Windows 8, Windows 10 and any future version of Windows OS installed in the terminals,	We request bank to amend the clause that TSS solution should work on WIN 7 and WIN 10 if required in future. The current clause is not limited to specific OS and hence we cannot comment on the same. Also we request bank to mention that any change in OS resulting in re testing and re roll out will be paid by Bank to Bidder	Please adhere to the terms of RFP
109	Section VII: 1.	49	The TSS client software should be able to manage policies on terminals in windows domain as well as workgroup	Need more clarity	TSS client software should be able to manage the policies when the terminal is in Bank's domain or in workgroup.
110	Section VII: 2.4	49	The operating system hardening should be managed and administered centrally by the Facility Management team	Need more clarity	The said activity comes under the scope of Facility Management.
111	Section VII: 2.7	50	The Hardening solution should also be incorporated to browsers and other software components running on self-service terminals e.g. personal firewalls, ip address/ port management	Need more clarity	Hardening rules should be applicable for these components also.

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112	Section VII: 2. 14	50	The solution shall be able to disable Auto run facility of exe file from a network or a USB Port	Need more clarity	No .exe file should run automatically from a network or a USB port.
113	2.17	50	Solution should be able to prevent terminal booting from any source / media other than Hard disk.	Terminal booting is controlled at BIOS level , out of TSS scope.	Any source / media connected to terminal should be blocked when TSS is running.
114				Need more clarity	
115	Section VII 2.15	50	Only permitted applications to be run in the terminals using Sandboxing concept, thus effectively nullifying the need of any anti-virus solution.	Requesting more clarity on why only "Sandboxing" concept, as our proposed solution provides similar level of protection with different approach	Sandboxing is required. However, if bidder has an alternate solution to achieve the required technical capabilities, bidder can submit the detailed write-up along with the technical bid.
116				Sandboxing is a security mechanism for isolating a running program such as an unknown file in a tightly controlled environment. Like whitelisting, a sandbox employs a default-deny strategy to restrict access of all unknown applications to important files, folders and settings. NCR provides whitelisting solution which prevents against zero day attack. Any unknown malware is prevented by execution and solution provides file integrity. We recommend bank to edit the clause and mention that whitelisting solution should prevent zero day attacks.	

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117	SECTION VII: POINT NO.2.10	50	The solution should have firewall functionality	Firewall is feature of Operating System. Change Requested. The solution must have Operating System firewall enabling and disabling feature from central location.	The offered solution should be able to block any unauthorised network traffic to the terminal.
118				Firewall is feature of Operating System. Change Requested. The solution must have Operating System firewall enabling and disabling feature from central location.	
119				Firewall is feature of Operating System. Change Requested. The solution must have Operating System firewall enabling and disabling feature from central location.	
120				We would request Bank to please modify the clause as "The solution must have Operating System firewall enabling and disabling feature from central location".	
121				Firewall is feature of Operating System. Change Requested. The solution must have Operating System firewall enabling and disabling feature from central location.	

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122	Section VII: 3. Terminal access management (3.3)	51	Solution should support time bound password management	Need more clarity	Login password to terminal operating system should expire after a pre-defined time interval.
123	Section VII: 3. Terminal access management (3.4)	51	The solution should allow for the remote user management	Need more clarity	Properties and capabilities of terminal Operating System users should be manageable remotely from TSS server.
124	Section VII: 3. Terminal access management (3.7)	51	The solution shall allow remote management of user credentials according to strong password and industry requirements	Need more clarity	TSS should be able to change the user name and password as per the password complexity requirements informed by the Bank.
125	Section VII: 3. Terminal access management (3.8)	51	The solution shall allow an administrator to define different roles for various users & groups and assign each of them specific user rights	Need more clarity	Here Administrator refers to the Administrator user of the central TSS solution / Portal
126	5.1	51	Central monitoring solution	Bank to Clarify, apart from monitoring the supplied security solution, does the monitoring software scalable to perform other function like asset management of software stack on ATMs /Software patch distribution for Supplied security software and other applications like OS.	Asset management is not in the scope of this RFP. Software patch distribution is required as per RFP

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127	SECTION VII 5.2.	51	The proposed solution should conform to all regulatory, statutory, legal acts and rules more particularly Cyber Security and IT examination Cell (CSITE), RBI Advisory No. 3/2017 dated 06.03.2017 & cir.no.RBI/2017-18/206 DBS(CO).CSITE/BC.5/31.01.015/2017-18 dated 21/6/2018	It Should be Specific to the Terminal Security Solution . The Advisory Talk about other solution like Bios Password/Dispenser Encryption /Anti Skimming/OS upgrade/ Surveillance which is not part of TSS. Request Bank to Amend the Clause more Specific.	This clause is applicable to only those guidelines of the Advisory, which are under the scope of this RFP.
128				The circular also includes windows upgrade and anti-skimming which is not in the scope of this RFP	
129				Request bank to elaborate on same. Further BIOS password management is OEM hardware dependent and is not covered in Multivendor software security solution and hence request to exclude the same. BIOS password management needs to be implemented by respective OEMs	
130	5.5	52	Solution should support deploying and supporting security policies and configurations Central TSS server should be able to install patches and software in terminals remotely	Support limited to only patches related to Terminal security application	Please adhere to the terms of RFP. Updating latest application and Operating System patches in the terminal remotely is in the scope of the RFP. It can be either a part of TSS or separate software installed in the same server.
131				TSS server will push policies and provides events / dashboards. Installing patches and software is a different solution.	
132				Request bank to clarify whether Software distribution system is required or not. The policies can be created by TSS solution and these policies can be distributed in field through software distribution system. Request bank to amend the clause	

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				accordingly.	
133	5.6	52	The solution should provide SMS and E-mail alerts for significant / critical events/changes.	Proposed TSS supports alerts via E-Mail only, no SMS alerts.	Proposed solution should support sending alerts via e-Mail and SMS. Necessary API's for sending SMS to be part of the software and can integrate with bank's SMS Gateway for sending SMS alerts.
134				We request bank to clarify that bidder will provide API to integrate to bank SMS system. Integration to be done by bank.	
135	6.1	52	Supply of hardware and OS and Database	Request bank to provide the Virtualized servers and remove supply of Hardware from scope of RFP	As per the terms of RFP, supply of Hardware is optional at the discretion of the Bank.
136		53	All the software, data base and hardware licenses should be enterprise and perpetual licenses in the name of Indian Bank.	Request bank to clarify if hardware and Database need to be provided by bidder or will bank provide based on specifications quoted by Bidder.	As per the terms of RFP, supply of Hardware is optional. Bank may ask the bidder to supply the hardware or the same will be supplied by the Bank. Database Software should be provided by the bidder.
137	SECTION VIII: COMMERCIAL BID	54	Table 1: Cost of Hardware and Software	We request the bank to clarify on whom bear the OS, middleware and replication software will license cost. We request the bank to clarify on who will bear the network equipment, racks, cabling, storage and backup solution etc cost along with monitoring of the hardware cost	Operating System will be a part of the server cost. Middleware, replication software, Storage and backup solution, should be at provided by the successful bidder along with hardware supplied. Network equipments, racks and cabling will be provided by the Bank.

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138	Table 3: AMC Charges for Hardware and Software (P3)	55	The commercial template has database software with an AMC period being mentioned as 5 years. Table	Please clarify why the AMC period is being mentioned as 5 years	Annual Technical Service (ATS) charges for database software will be applicable from the first year onwards.
139				The RFP is silent on termination rights, indemnification, etc of the bidder and we assume that these shall as mutually agreed during contract negotiation stage. We request the bank to give two weeks time after responding to the pre-bid queries to enable bidder's sufficient time to prepare their bids.	Please adhere to the terms of RFP.
140				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.	MS-Word version of the RFP can be provided on specific request. However, the original bid document published in Bank's website (which has bank's seal) should be used for submission of technical bids.
141				We request the bank to provide its DC architecture as we need to understand if any additional requirement is there to implement the TSS central solution.	The same will be discussed with the successful bidder.