






<div style="text-align: center;">    </div> <div style="text-align: center;">   </div>					
<b>Last date of bid submission extended upto 23.05.2022</b>					
<b>Corrigendum to Request for Proposal (RFP) for Availing Onsite Technical Support 24X7X365 basis under Facility Management Services for Retail Payment Solution based ATM Switch (Base24, Base24-eps, &amp; UPF) system</b>					
Sl.No	Clause No.	Page No	Existing Clause	Query/Suggestions	Bank Responses to the queries
1	6.2	11	The bidder should be a company registered in India as per Company Act 1956 /2013 or a Limited Liability Partnership company under the Limited Liability Partnership Act 2008 in India or a PSU/Government organization and should be in existence for last 5 years from the date of submission of RFP (Certificate of incorporation/Registration is to be submitted)	We Request bank to exempt this clause for Start-Up India Company with valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India DPIIT has issued notification dated 8 November 2016 for Prior turnover and Prior Experience exemption for the start-up recognized organisations registered.	Bank shall follow Govt Guidelines /Notifications for public procurement. Accordingly, Policy Circular No. 1(2)(1)/2016-MA dated 10.03.2016 issued by GOI and F.20/2/2014-PPD (Pt) dated 20.09.2016, bank will relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises and Startups subject to meeting of quality and technical specifications
2	6.3	11	The Bidder should have minimum annual turnover of Rs.30.00 crore during last three financial years (2018-19, 2019-20 & 2020-21). In case the audited financials for the year 2020-21 is not available, CA Certificate /Provisional Balance sheet should be submitted. This must be the individual company turnover and not that of any group of companies. (Copies of the audited balance sheet and P&L Statement of the company showing the same is to be submitted).	We Request bank to Consider Last 3 years Financial Years (2019-20, 2020-21, 2021-22) with Profitability. Kindly allow Start-Up India Company with valid Certificate of Recognition for IT Services issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India.	The clause amended as "The Bidder should have minimum annual turnover of Rs.30.00 crore during last three financial years (2019-20, 2020-21 & 2021-22). In case the audited financials for the year 2021-22 is not available, CA Certificate /Provisional Balance sheet should be submitted. This must be the individual company turnover and not that of any group of companies. (Copies of the audited balance sheet and P&L Statement of the company showing the same is to be submitted."
3	8.2	14	One L2 resource having 4 years of experience should have good knowledge of Oracle Database, Oracle Golden Gate System for overall database maintenance/administration of Retail Payment Solution based ATM Switch (Base24, Base24-eps, & UPF).	We request bank to clarify on how only 1 L2 resource can have all these skills and how this one resource will be available 365 days of the year onsite?	Bank is asking for 4 L2 resources excluding project manager and at-least one L2 resource should have good knowledge of Oracle database, Oracle Golden Gate System. Bidder can provide more than 1 L2 resource having good experience of Oracle DB/GGS also.

4	8.2	14	The Bank reserves the right to change (increase / decrease) the number of resources as per the requirements of the Bank from time to time with a prior notice of 30 days. Payment will be made for only those resources required by the Bank at the freezed rate and within the contract period.	Request bank to provide a notice period of at least 120 days before increasing/decreasing the number of resources. Kindly confirm.	The Bank reserves the right to change (increase / decrease) the number of resources as per the requirements of the Bank from time to time with a prior notice of 60 days. Payment will be made for only those resources required by the Bank at the freezed rate and within the contract period.
5	8.3	14	The personnel (Level 1 engineers) to be deployed must have Bachelor's/Master's degree in Computer Science or Information Technology or Electronics or Engineering in Computer Science/IT with at least 2 years of IT experience in the field of Retail Payment Solution based ATM Switch (Base24, Base24-eps, & UPF) Onsite Technical Support services. Level 2 engineers (Team Leader) to be posted at Bank must have Bachelor's/Master's degree in Computer Science or Information Technology or Electronics or Engineering in Computer Science/IT with at least 4 years of IT experience in field of Retail Payment Solution based ATM Switch (Base24, Base24-eps, & UPF).One L2 resource who will work as Project Manager (SPOC) for overall project governance for Retail Payment Solution based ATM Switch (Base24, Base24-eps, & UPF) must have Bachelor's/Master's degree in Computer Science or Information Technology or Electronics or Engineering in Computer Science/IT with at least 8 years of IT experience. IT Experience means experience in Information Technology preferably in ATM Switch / Golden Gate / Non-stop Server.	Request bank to change the experience criteria for L1 resource from 2 years to 1 year support expereince within the IT industry. L2 resource from 4 years to 2 years support experience within the IT industry and L2 resource (Project Manager) from 8 years to 5 years support experience within IT industry. Specific ATM switch BASE24 experience will be difficult to practically realize within the market today for this type of support work and hence requesting this change. Kindly confirm.	Experience of L1 support should be 2 years of IT experience with minimum of 1 year experience in Retail Payment Switch (Base24, Base24-eps & UPF). For L2 resource, 3 years of IT experience with minimum of 2 years experience in Retail Payment Switch (Base24, Base24-eps & UPF). For project manager 8 years experience with minimum of 5 years experience in Retail Payment Switch (Base24, Base24-eps & UPF) including other monitoring tool like prognosis etc. All other educational qualifications & experience requirements remain the same.
6	8.3	14	L2 - Project Manager Responsibilities: 4. Arranging immediate resolutions of problems/issues.	Requesting the Bank to change this to 'Arranging immediate resolutions of problems/issues realted to BASE24 Support'	Arranging immediate resolutions of problems/issues realted to RPS as per the scope of the RFP.

7	8.4	15	<p>8.4. All the resources to be deployed at the ATM Switch will be subject to approval by the Bank. Bank reserves the right to interview the personnel including Project Manager intended to be deployed for OTS (Facility Management) services on 24x7x365 basis at Bank's site and if not found suitable may reject them. Vendor has to ensure deployment of academically good, technically them. Vendor has to ensure deployment of academically good, technically them. Vendor has to ensure deployment of academically good, technically Bank's site. Bidder should also ensure that resources to be deployed at Bank's site should be sufficiently trained to handle inbound and outbound calls to and from Bank officials, vendors and customers in a courteous and patient manner. from Bank officials, vendors and customers in a courteous and patient manner. will submit brief CV of each team member. Bidder shall not remove the deployed resource from the services without mutual consent of the Bank.</p>	<p>We request bank to clarify on the following: - what daily volumes of inbound/outbound calls are expected here?</p>	<p>Will be shared with successful bidder.</p>
8	8.6	15	<p>Selected Bidder should be willing to transfer skills to Personnel by means of training and documentation. relevant Banking</p>	<p>We request bank to clarify on this point. In what context is this skill transfer expected and to whom?</p>	<p>Bidder should document and share all the relevant operating procedures and transfer the necessary skills to avoid dependenceis on the single resource from bidder side and if required the knowledge sharing has to be given to the Bank.</p>
9	8.10	16	<p>The number of resources mentioned is for meeting Bank's daily requirements. Bidder has to make arrangements for leave/ weekly off/ requirements. attrition etc. of their resources to ensure that 15 resources are reporting onsite daily to support ATM Switch on 24x7x365 basis.</p>	<p>Resources working in the State of Maharashtra are entitled by the State's Labour Law to annual leaves, festival holidays and weekly offs. Hence requesting the Bank to consider all these mandatory leaves applicable for resources deployed onsite at UBI and accordingly factor in the required number of resources onsite if the expectation is to have a fixed number of resources available onsite each day of the year. In other words if 10 L1, 4 L2 and 1 PM resource is required each day of the year to be present onsite, then that would mean that the Bank actually will need a higher number of resources for each level to be available within the team to meet this criterion.</p>	<p>Kindly be guided by RFP.</p>

10	8.11	16	L1 and L2 Resources shall be available 8 Hours per shift on 24x7x365 basis. L2 DBA resource should be available as and when required in case of exigencies apart from the regular routine shift. L2 -Project Manager shall be overall coordinator and responsible for 24x7x365 days services which shall be continuous and should be rendered without any disruption. The schedule of shift roaster should be informed to Bank at least a week prior.	We request bank to clarify on this point (To manage 24*7*365 support window we need `5 L2 resources. L2 DBA role to be excluded from scope as DBA is an independent skillset in itself. Kindly confirm that the Bank agrees to this point.	Bank has requested 4 L2 resources and 1 Project Manager. DBA skillset resource is part of the L2 resources required.
11	8.12	16	Major Activities to be performed by L1 resources: (Illustrative but not exhaustive) • Monitoring of ATM/POS/e-comm transactions.	Request bank to provide monitroing tool to monitor ATM/ POS /e.comm transactions as the primay scope of this engagement is to provide skills resources only. Kindly confirm on this.	Details will be shared with succesful bidder
12	8.12	16	Golden Gate Service (GGS) Configuration, monitoring and support for ATM Switch DC-DR replication & vice-versa.	Request bank to exculde "Golden Gate Service (GGS) Configuration" scope from BASE24 Support. GGS is a specialized skills set in itself and hence this should be excluded from BASE24 support scope. At best this can be restricted to monitoring of GGS only. Kindly confirm that the Bank undertands and agrees to it.	Bidder should provide the resource (s) having knowledge of GGS as part of its L2 engagement.
13	8.12		Handling of Debit Card hot-listing requests from branches and call centre.	We request bank to clarify on this point.	OTS team to block the debit card requests received from branches/ Business Verticals/callcentre etc through phone or email or as per Bank's requirement/guidelines.
14	8.13	17	Issue handling & resolution with Root Cause Analysis (RCA).	Request bank to change this clause as Issue handling & resolution with Incident Report (IR). Root Cause Analysis (RCA) cannot be provided by this support team who does not have access to the code.	Incident Report along with RCA has to be properly recorded by the team in coordination with the relavant teams.
15	8.13	17	Management of monitoring & reporting tools	We request bank to clarify on this point. Pls list down the monitoring and reporting tools and what is meant by 'management' of the same?	Details will be shared with succesful bidder
16	8.14	17	in case, at any point of time during the 5 years period of contract, the services rendered by the Successful Bidder are observed by the Bank to be deficient in terms of the terms and condition of Rate Contract, Bank may choose to take punitive action including but not limited to levy of penalties, invocation of Performance Bank Guarantee and termination of the Contract.	We request bank to clarify on this point. State the penalties expected to be applied.	Kindly refer point 26.9 in RFP document.

17	8.15	17	In case of any disaster/exigency/Bank's requirement, the Bidder should be capable of providing OTS support on 24x7x365 basis from Bank's DR Site in Bangalore and/ or any specified location identified by Bank.	Without planning for any resources to be deployed at DR site in Bangalore or any other location outside of Bank's Powai location, how does the Bank expect the vendor to start providing OTS support from alternate locations of the Bank in case of disaster /exigency / on demand? Does the Bank today even have DC production system access provisioning enabled from any alternate	Bidder should be able to provide the resource relocation to DR site or any other location in case of Bank's requirement to provide 24x7x365 OTS support. Bank will arrange all necessary access to the production systems.
18	8.16	18	Interacting with various offices of the Bank including its Circle Offices, Branches, Head Office Divisions, and the customers of the Bank etc, telephonically/through emails and/or any other communication channels with respect to queries in relation of ATM installation, ATM Switch Transactions, and other ATM Services.	We request bank to clarify on this point. Is the Bank expecting the vendor to also provision a Help Desk team? If so, what will be the support hours and headcount for such a help desk team? Pls note that BASE24 support resources cannot provide L0- Help Desk services.	Bidder has to provide the necessary support for all inbound calls/ queries.
19	8.16	18	ATM Configuration file changes for various reasons like Screen Changes, receipt Foot note changes, Header & footer level changes, Changes in Cassette Configuration of ATMs, IPA address changes etc in co-ordination with Bank officials from DBD/DIGITAL/CRBD, Branches, Offices, and the engineers on site etc.	We request bank to clarify on this point of if there is a need for bulk changes in a short duration of time, then additional headcount will need to be deployed for this purpose and the Bank will need to treat this activity as a mini project at additional costs. Kindly confirm that the Bank accepts and confirms this point.	The activities mentioned are part of the routine activities and to be handled by the resources deployed at the site. There is no additional cost involved with the activities under the scope of this RFP.
20	8.16	18	Resolving the issue for ATMs not getting live because of Network issue with active liaison with Network for which the resource should have adequate knowledge of Network.	Scope is limited to monitoring and escalation and hence this should be out of scope. Pls confirm this.	It is part of the Incident Management and is within the scope of the RFP.
21	8.16	18	Managing EMS feeds for MoF ATMs through EMS (Event management System)Feeds Server	Scope is limited to monitoring and escalation only and hence this should be out of scope. Pls confirm this.	It is with in the scope of RFP.
22	8.16	18	Host/ Interface Related Tasks: (Illustrative but not exhaustive): ➤ Adding /deleting new HOST stations in the network	Request bank to exclude this scope from BASE24 Support as this is not valid.	It is with in the scope of RFP.
23	8.16	18	Card Related Tasks: (Illustrative but not exhaustive): ➤ Card Status/ Hot-listing of cards requests received from any mode like customers, branches, cybercrime office, bank verticals etc.	Card Related Tasks: (Illustrative but not exhaustive): ➤ Card Status/ Hot-listing of cards requests received from any mode like customers, branches, cybercrime office, bank verticals etc. should be primarily directly handled by Bank's Call Center. And hence this should be removed from scope. Kindly confirm that the Bank confirms and accepts this point.	OTS team to provide Status/ Hot-listing of debit Cards requests received from branches/ Business Verticals/callcentre etc through phone or email or as per Bank's requirement/guidelines.
24	8.16	19	➤ Checking SAF (Store and Forward) position and resolve problems if any	Scope is limited to monitoring and escalation only and hence this should be out of scope. Pls confirm this.	It is with in the scope of RFP.

25	8.16	19	➤ Resolve, general queries / problems related to transactions	Scope is limited till monitoring , troubleshooting and escalation	It is with in the scope of RFP.
26	8.16	20	UPF Related Tasks: (Illustrative but not exhaustive)	Request bank to exclude this scope from BASE24 Support	Bidder to provide support for Retail Payment Solution as a whole which includes Base-24,Base-24 eps and UPF.
27	8.16	22	Telephonic/ Email Support: (Illustrative but not exhaustive)	We request bank to clarify on this point in conjunction with Q16 above.	Bidder has to provide the necessary support for all inbound calls/ queries.
28	8.16	22	24x7 Help Desk support: (Illustrative but not exhaustive)	We request bank to clarify on this point in conjunction with Q16 above.	Bidder is expected to have its own 24x7 helpdesk team that can provide support to the OTS resources in case of exigency or need.
29	8.16	22	Reporting/ Monitoring Tools: (Illustrative but not exhaustive) : ➤ Vendor/ Bidder should provide and install supported reporting/ monitoring/Analytical tools at bank's premises for automation of day-to-day activities/reports. Bank will provide the required hardware for deployment of reporting/ monitoring / Analytical tools. ➤ Vendor/ Bidder should arrange for any licensing/ ATS cost for such tools without any charge to the Bank.	Request bank to arrange the Reporting /Monitoring tool and list down the respective tools available with the Bank for this purpose.	Bidder should manage the existing tools like Prognosis and should also be capable to bring in analytics/automation/ monitoring & reporting tools so as to reduce the work load.
30	8.16	22	Any other related activity: (Illustrative but not exhaustive) ➤ Role of OTS is not limited to informing Bank team but till resolution of the issue and finding the root cause of such issues.	Scope is limited to issue and log analysis only. Any further level troubleshooting will be the responsibility of the BASE24 product vendor who can only provide the RCA. Kindly confirm this understanding.	It is part of the Incident Management and is within the scope of the RFP. RCA to be obtained in coordination with the relevant stakeholders.
31	8.16	22	➤ Providing assistance/ inputs to the Bank officials interacting with other agencies for sharing, tie-ups, product services etc.	We request bank to clarify on the specific expectations from the vendor on this scope	Bidder is expected to provide latest technological advances happening in the industry along with other information like latest tools, products, services available with respect to RPS.
32	9	23	General Scope of Work: ➤ Bidder to ensure availability of extra resources so that at any day all 15 OTS resources to be present on-site. In case, this is not ensured bidder will be liable for penalty.	Request bank to allow leaves , holidays, weekly off to the deployed resources onsite at UBI as per the state government's. labour law.	Bidder to ensure 15 resources are available onsite to support ATM Switch services on 24x7x365 basis. Bidder is expected to make necessary arrangements to meet the entitlements as per the State's Labour Law.
33	9	23	➤ The bidder has to support both DC & DR sites. Bank's DC site is at Mumbai while DR site is at Bengaluru. Bidder has to provide the services from any other location as and when bank needs so.	Request bank to provide additional resource for DR location / or any specified location identified by bank other than Mumbai	Bidder should be able to provide the resource relocation to DR site or any other location in case of Bank's requirement to provide 24x7x365 OTS support. Bank will arrange all necessary access to the production systems.

34	9	23	<p>➤ Bank conducts VAPT (Vulnerability Assessment &amp; Penetration Testing) and Information Security (IS) audit on quarterly basis. The vendor/bidder needs to comply with the findings of CISO/SOC/VAPT audit observation/ recommendation and industry best practices.</p>	<p>We request bank to clarify on the part related to what vendor complying means in relation to this VAPT audit?</p>	<p>Bidder is expected to use their expertise &amp; provide the solutions for reported VAPT observations along with evidences. Bidder has to close all VAPT observations reported in the tools provided by the bidders for analytics/automation/ monitoring &amp; reporting.</p>
35	9	23	<p>➤ Bidder has to ensure presence of 100% resources at onsite throughout the contract period and should be ready to execute service level agreement for the same.</p>	<p>We request bank to provide the SLA copy for review at this time.</p>	<p>SLA copy will be provided only to the successful bidder post finalization of RFP process.</p>
36	9	23	<p>➤ Technical and functional documentation of the entire project should be submitted to Bank in Printed Book Format as well as DVD form.</p>	<p>This is irrelevant to this RFP and should be removed. Kindly confirm.</p>	<p>The activities being performed by OTS resources should have standard operating procedures with proper documentation updated time to time.</p>
37	9	23	<p>➤ Bidder has to arrange for monitoring &amp; reporting tools for maintenance of ATM Switch applications and its sub-systems. ➤ Bidder has to arrange for providing training about monitoring &amp; reporting tools to the bank officials for day-to-day maintenance of ATM Switch applications and its sub-systems. ➤ The bidder shall provide sufficient licenses for all software components required for monitoring/reporting/analytical tools. The software licenses proposed for solution components should be independent of hardware and should not be tied down to the hardware it is installed on. The Bank should be able to reuse or port the software licenses on any new hardware in future. ➤ All software licenses should be in name of Bank during the contract period or any extension of contract period.</p>	<p>Request bank to provide monitoring tool and reporting tools.</p>	<p>Bidder should manage the existing tools like Prognosis and should also be capable to bring in analytics/automation/ monitoring &amp; reporting tools so as to reduce the work load.</p>
38	9	23	<p>➤ Detailed process documentation, SOP's and management of solution should be created and submitted before project signoff.</p>	<p>We request bank to clarify on this point as this is not a project but BAU support operations of BASE24 environment.</p>	<p>Bidder should maintain all process documentation, SOPs etc.</p>
39	10	24	<p>Review: Monthly review will be conducted to assess the work allotted and Review: Monthly review will be conducted to assess the work allotted and successfully completed by the resource during the review of the month. Bank reserves the right to reject any resource currently working. In such cases, substitute resource should be provided within a week. If substitute is not provided within a week penalty will be deducted as per SLA.</p>	<p>Request bank to modify the part of this clause pertaining to rejection of a resource who is already working on the engagement without any cause and provide a period of at least 90 days for any resource replacement only if it is mutually agreed by Bank and vendor to replace a particular resource.</p>	<p>Bidder is expected to replace any resource who doesn't qualify the Bank's criteria or who's performance is not acceptable to the Bank. Bidder has to provide the substitute within a month after mutually agreed date to replace the particular resource.</p>

40	26.3	42	If Bidder fails to provide Facility Management Engineer (Resource) on any shift, a penalty of Rs.1,000/- per day per engineer will be levied by Bank in addition to deducting the charges for that number of days on pro-rata basis (Calculation of Charge = (monthly charges/working days) * no. of days absent)).	Request bank to remove this clause and the associated penalty.	It is within the scope of RFP.
41	26.7		26.7 The overall Penalty including LD during contract period will be to a maximum of 10% of the total value of order.	We request bank to change this to 10% of the most recent past 3 months of invoices raised to the Bank.	Kindly be guided by RFP.
42	26.9		Applicable Penalty terms as below:	We request bank to clarify on this point.	Kindly be guided by table of RFP 26.9.
43	27	43	Payment Terms:b) The resource cost will be paid quarterly in arrears as per man month cost discovered within 30 days from date of invoice against performance/attendance/progressive report.	Request bank to change payment term from quarterly in arrears to Monthly in arrears	Kindly be guided by RFP.
44	36.9	50	Bank shall serve the cure-cum-termination notice to the bidder at least 30 days prior, of its intention to terminate services. If the performance 30 days prior, of its intention to terminate services. If the performance be effected.	Request bank to change the notice period from 30 days to 90 days .	Kindly be guided by RFP.
45	8.16	17	Brief description of tasks that needs to be performed by OTS team is as below	We understand that the bank has OEM support from the respective vendors for the hardware and software to manage the bugs and fixes, please confirm.	Yes, Bank has OEM support for software and hardware.



46	26.9	43	Base24/ Base24-eps applications to have 99.99% availability and should be monitored proactively	<p>We understand that the downtime caused due to external entities (like network, other applications, etc.) or due to application bug or hardware failure will not be considered for the uptime calculation; please confirm this.</p> <p>Also state if the Bank has a tool for monitoring the up/down status of the application?</p>	<p>Bidder to monitor the ATM switch systems proactively so as to ensure 99.99% availability and failure of external systems have to be properly recorded as per the Incident Management. Prognosis tool is being used for the Switch Application monitoring.</p> <p>Bidder should also be capable to bring in analytics/automation/ monitoring &amp; reporting tools so as to reduce the work load and monitor the system closely.</p>
47	8.2	14	One L2 resource having 8 years of experience will work as Project Manager (SPOC) for overall project governance for Retail Payment Solution based ATM Switch (Base24, Base24-eps, & UPF).	<p>Bank to note that 1 project manager (SPOC) cannot be onsite for 365 days in a year. Since the Bank has identified only 1 PM resource, that resource will be available onsite only during general business hours of the Bank and will be off on all Bank holidays during the year as well as will be entitled to all State mandated leaves as applicable by the Labour Laws of the State. Vendor cannot provide any replacement project manager if this resource is on planned/unplanned leave as it will not be practical to bring on an external resource to the team who has no prior knowledge of the setup and neither is it practical to have a full time buffer resource sitting onsite. Further, no billing will be deducted by the Bank as long as this resource or any of the other resources in the team have not crossed his / their quota of annual leaves entitlement. Kindly confirm that the Bank understands and accepts this practical situation or increases the headcount in conjunction with Q7 above .</p>	<p>Bidder to ensure 15 resources are available onsite to support ATM Switch services on 24x7x365 basis. Bidder is expected to make necessary arrangements to meet the entitlements as per the State's Labour Law.</p>

48	34	49	Force Majeure	<p>In the light of the recent Covid related lockdown situation, would like to clarify that in case a similar lock down situation arises again, then Bank will provision for all laptops/VPN software/data plan associated with the remote functioning of the resources from their respective residences. All costs associated with this provisioning will be borne by the Bank or if to be borne by the vendor, then the Bank will reimburse the vendor for the same at the price that will be quoted by the vendor at that point in time. The Bank understands and accepts this condition. Kindly confirm.</p>	Kindly be guided by RFP.
49	8.16	21	<p>Prognosis: (Illustrative but not exhaustive) OTS resources need to maintain and monitor Prognosis application and should have good workable knowledge of Prognosis. ➤ Bank is monitoring the live status of the ATMs through Prognosis and hence the vendor/bidder should be able to support /troubleshoot any issues related to Prognosis. ➤ Carry out Prognosis DR drills ➤ Any other related activities</p>	<p>Scope here should be limited to up/down monitoring of the Prognosis tool only. Any troubleshooting of the tool for any issues with it should be managed by the Prognosis OEM directly as part of the AMC that the Bank may have with the OEM. Pls confirm that the Bank agrees and accepts this point.</p>	<p>Bidder is expected to provide the required monitoring and troubleshooting support with OEM in case needed.</p>
50	14	8.1	<p>Upon completion of 5 years period, Bank reserves the right to extend contract for additional period of two (2) years at the same terms &amp; conditions subject to mutual agreement</p>	<p>Bidder requests the bank to modify the extension clause as to include extension period of 2 years at the revised rates and terms mutually agreed between the parties.</p>	<p>Only the rates will be mutually agreed rest all terms &amp; conditions of RFP will be applicable.</p>
51	14	8.1	<p>At the expiration / termination of the Contract, the successful bidder will provide hand holding training /knowledge transfer to Bank's officials or Bank's nominated entity/vendor to maintain continuity of services for at least three months.</p>	<p>Bidder requests the bank to add the timeline and cost of training at mutually agreed rates between the parties.</p>	Kindly be guided by RFP.
52	17	8.1 0	<p>The number of resources mentioned is for meeting Bank's daily requirements. Bidder has to make arrangements for leave/ weekly off/ attrition etc. of their resources to ensure that 15 resources are reporting onsite daily to support ATM Switch on 24x7x365 basis.</p>	<p>Bidder seeks clarity on the statutory entitlements to be provided by the bank.</p>	<p>Bidder to ensure 15 resources(10 L1 and 5 L2 resources) are available onsite to support ATM Switch services on 24x7x365 basis. Bidder is expected to make necessary arrangements to meet the entitlements as per the State's Labour Law.</p>

53	17	8.11	8.1. L1 and L2 Resources shall be available 8 Hours per shift on 24x7x365 basis. L2 DBA resource should be available as and when required in case of exigencies apart from the regular routine shift. L2 -Project Manager shall be overall coordinator and responsible for 24x7x365 days services which shall be continuous and should be rendered without any disruption. The schedule of shift roaster should be informed to Bank at least a week prior.	Bidder seek clarity as to the resource count on Project Manager since the supervision is mentioned as 24*7*365 days	Bidder to ensure 15 resources(10 L1 and 5 L2 resources) are available onsite to support ATM Switch services on 24x7x365 basis. Project Manager will supervise the overall activities which are being rendered 24x7x365
54	19	8.14	8.1. Through this RFP, Bank proposes to select a bidder for availing OTS (Facility Management) services on 24x7x365 basis for a minimum period of 5years. However, the arrangement would be subject to yearly review by the Bank and in case, at any point of time during the 5 years period of contract, the services rendered by the Successful Bidder are observed by the Bank to be deficient in terms of the terms and condition of Rate Contract, Bank may choose to take punitive action including but not limited to levy of penalties, invocation of Performance Bank Guarantee and termination of the Contract.	Bidder requests the bank to add the prior notice clause and opportunity of being heard. Clause to be modified as follows: The services rendered by the successful bidder are observed by the Bank to be deficient in terms of the terms and conditions of rate contract, bank may before initiating any punitive action, provide 30 days notice and opportunity to cure the deficiency in service including but not limited to levy of penalties, invocation of Performance Bank Guarantee and termination of contract subject to according reasonable opportunity to the Service Provider.	Kindly be guided by RFP.
55	26	10	Review: Monthly review will be conducted to assess the work allotted and successfully completed by the resource during the review of the month. Bank reserves the right to reject any resource currently working. In such cases, substitute resource should be provided within a week. If substitute is not provided within a week penalty will be deducted as per SLA.	Bidder requests the bank modify the timeline to one month. Substitute resources should be provided within a month. Bidder request to modify the clause as follows: In such cases, substitute resource should be provided within a week or such other mutually agreed timeframe. If substitute is not provided within the mutually agreed timeline, penalty will be deducted as per SLA. However, no penalty will be charged if the delay is due to the reasons attributable by the bank.	Substitute resource should be provided within 30 days and there will be penalty beyond 30 days if substitute is not arranged..

56	27	13	<p>Project Validity :</p> <p>The validity of this project for availing Onsite Technical Support 24x7x365 basis under Facility Management Services for Retail Payment Solution based ATM Switch (Base24, Base24-eps, &amp; UPF) system with 10 L1 Resources and 5 L2 Resources is of 5 years. Upon completion of 5 years period, Bank reserves the right to extend contract for additional period of two (2) years at the same terms &amp; conditions subject to mutual agreement. Duration of validity of the project will be calculated starting from the date of obtaining sign-off from the Bank post deployment of 15 resources at bank premises.</p>	Bidder requested the renewal to be subject to mutually agreed rates and terms and conditions between the parties.	Only the rates will be mutually agreed rest all terms & conditions of RFP will be applicable.
57	29	16.2.7	The successful Bidders Bid security will be discharged upon the Bidder signing the Contract Agreement and against submission of performance bank guarantee (other than Union Bank of India) with the claim period of 1 year as per the format mentioned in Annexure M, for 3% of TCO, valid for the entire contract period.	Bidder request to consider the reduction in PBG to be submitted\	Kindly be guided by RFP.
58	34	16.12.3	16.12.3 The price payable to the Bidder shall be inclusive of carrying out any modifications changes / upgrades to the application and other software that is required to be made in order to comply with any statutory or regulatory requirements or any industry-wide changes arising during the subsistence of the contract/ agreement, and the Bank shall not pay any additional cost for the same. The Bidder needs to provide with the details about all such items considered in the RFP.	Bidder requests te bank to any modification or upgrades can be provided at a mutually agreed rates.	Kindly be guided by RFP.
59	45	25.2	The LD will be applicable on non-deployment of resources within defined timeline. LD will be 1% per week of the undelivered portion and shall be a maximum of 10% of the order value.	Bidder requests the penalty to be reduced. LD will be 1% per week of the undelivered portion and shall be a maximum of 5% of the monthly value of the invoice	Kindly be guided by RFP.
60	46	26.3	If Bidder fails to provide Facility Management Engineer (Resource) on any shift, a penalty of Rs.1,000/- per day per engineer will be levied by Bank in addition to deducting the charges for that number of days on pro-rata basis (Calculation of Charge = (monthly charges/working days) * no. of days absent)).	Bidder requests the bank to reduce the penalty to Rs.500 per day per engineer.	Kindly be guided by RFP.

61	46	26.4	In case engineer intends to leave the firm, Bidder should inform the Bank 2 months in advance and depute new engineer 1month prior to last working day of existing engineer for proper handover of work along with progressive report of all projects allotted to the individual	Bidder requests the bank to modify as to depute new engineer 1month or as mutually agreed prior to last working day of existing engineer for proper handover of work along with progresive report of all projects allotted to the individual.	Kindly be guided by RFP.
62	42	26.6	RBI/Regulatory authority may inspect facilities of successful bidder 2 years beyond the contract period.	Bidder seeks clarity on this clause an also requests to add the inpection limited to the scope of the work agreed upon to this agreement.	RBI/Regulatory authority may inspect facilities of successful bidder 2 years beyond the contract period. Inspection is limited to the scope of the work agreed upon to this agreement.
63	42	26.7	26.7 The overall Penalty including LD during contract period will be to a maximum of 10% of the total value of order.	Bidder requests the bank to cap the overall penalty including LD to the maximum of 5% of the total invoice value of that particular month.	Kindly be guided by RFP.
64	44	27	The Payment will be made in quarterly arrears	Bidder requests the bank to modify the payment terms as monthly in arrears.	Kindly be guided by RFP.
65	45	29	The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:	Bidder requests to make the confidentiality obligations under this clause to be made mutual.	Bidder has to execute Confidentiality / Non-Disclosure Agreement and Integrity Pact.
66	47	30.4.9	30.4.9 if a Party makes a claim under the indemnity set out under Clause 27.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).	Bidder request the liability to be limited to the amount paid in the last 6 months	Kindly be guided by RFP.
67	48	30	31 Intellectual Property Rights -The Bidder claims and represents that it has obtained appropriate rights to provide/use the Deliverables and Services upon the terms and conditions contained in this RFP. 31.1 The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.	Bidder seeks clarity on the applicability of this clause as the succesful bidder will be providing OTS services as per the scope of this agreement	Bidder is expected to improvise the existing systems with required reporting/monitoring/automation tools that Bidder has without any additional cost to the bank under the scope of this RFP, for which IPR is applicable.

68	49	34	<p>34 Force Majeure</p> <p>Force Majeure is here in defined as any cause, which is beyond the control of the selected Bidder or the Bank as the case may be which they could not foresee or with are as on able amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:</p>	<p>Bidder requests the bank to add an exit clause under force maejure. Bidder suggest following clause:</p> <p>If the Force Majeure situation continues beyond 30 days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.</p>	Kindly be guided by RFP.
69	49	35.5	<p>35.5 In addition to the termination of contract, Bank reserves the right to appropriate the damages through encashment of Bid Security /Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.</p>	<p>Bidder requests the bank to add a prior notice clause of 180 days and right to exit be available for both the parties upon serving the prior notice during the contract period.</p>	Kindly be guided by RFP.
70	50	36	<p>Termination of Contract</p> <p>If the Termination is on account of failure of the successful bidder to perform the obligations under this RFP contract, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected bidder. The Bank will be entitled to terminate/cancel this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:</p>	<p>Bidder requests the bank to provide prior notice and opportunity of hearing before invoking any provisions under this clause. Bidder also requests the bank for the mutual termination rights.</p>	Kindly be guided by RFP.
71	51	38	<p>38 Audit</p> <p>The Bidder shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, Bank appointed and statutory/ RBI inspecting auditors and extend full cooperation in carrying out of such inspection.</p>	<p>Bidder requests the bank to add a prior notice clause of atleast 14 days. Clause to be modified to include as follows:</p> <p>The Bidder shall at all times whenever required upon 14 days of notice</p>	Kindly be guided by RFP.

72	52	39	<p>Contract Period</p> <p>The successful bidder shall be required to enter into a contract with Bank within one month of the award of contract or within such extended period as may be specified by Bank. The initial contract period for this project is 5 years, with provision to extend contract for further 2 years at the same cost&amp; terms and conditions on the basis of satisfactory performance.</p>	<p>Bidder requests the bank to modify the highlighted portion of the clause to : with the provision to extend the contract for further 2 years at a mutually agreed rates , terms and conditions on the basis of satisfactory performance.</p>	<p>Only the rates will be mutually agreed rest all terms &amp; conditions of RFP will be applicable.</p>
73	79	5.2	<p>TCO shall encompass but not be limited to the following:</p> <p>5.2.1 Cost of the equipment/product or services.</p> <p>5.2.2 License fee (Corporate or user specific as defined in RFP) including OS/Data Base/Application licenses).</p> <p>5.2.3 All existing taxes excluding GST/CGST/SGST/IGST, duties and levies.</p> <p>5.2.4 Installation and commissioning charges, if any.</p>	<p>Bidder seeks clarity on the applicability of this clause</p>	<p>Kindly be guided by RFP.</p>
74	11	6.4	<p>The bidder should have positive operating Profit (as EBITDA i.e. Earnings, Before Interest, Tax, Depreciation &amp; Amortization) in the last three financial years (2018-19, 2019-20 &amp; 2020-21). In case the audited financials for the year 2020-21 is not available, CA Certificate /Provisional Balance sheet should be submitted. (Copies of the audited balance sheet and Profit/Loss statement of the firm is to be submitted)</p>	<p>Amendment to the clause</p>	<p>The clause amended as "The bidder should have positive operating Profit (as EBITDA i.e. Earnings, Before Interest, Tax, Depreciation &amp; Amortization) in the last three financial years (2019-20, 2020-21 &amp; 2021-22). In case the audited financials for the year 2021-22 is not available, CA Certificate /Provisional Balance sheet should be submitted. (Copies of the audited balance sheet and Profit/Loss statement of the firm is to be submitted)."</p>