

RESPONSE TO BIDDERS - CLARIFICATION				ANNEXURE	
S.No	Page No.	Para No.	Description	Query	Bank's Response to Bidder
1	6	4	Schedule	We request Bank to allow bidder at least 3 weeks time to prepare & submit the bid in the Banks format post release of corrigendum & pre bid query response.	Please adhere to T&C of RFP
2	7	8	Cost of RFP:NIL	The Estimated Contract Value (ECV) is absent from both the GEM document and the Bid document. Please provide an approximate bid value to facilitate our competitive quoting process.	Project Value shall not be disclosed by Bank. Bidders are requested to arrive at a reasonable pricing based on RFP / GeM Bid SOW requirements and Bid, accordingly.
3	7	10	Bid Security (EMD) Rs 25,00,000/-	We would request you to reduce this to Rs. 5,00,000/- 1 21 7 Bid Security (Earnest Money Deposit) - MSME are exempted from the EMD, please confirm.	It is clarified that the Project deals with Highly sensitive Branches. Risk factor being high, Please adhere to T&C of RFP. Exemption is as per prevailing Gol Notifications in vogue.
4	23	9.1 Eligibility Criteria	33. Work Experience during last 3 years ending 31.03.2024 in carrying out similar works and who fulfil following criteria: > 3 similar completed works costing not less than the amount equal to Rs 35 Crores each (or) > 2 similar completed works costing not less than the amount equal to Rs 45 Crores each (or) > 1 similar completed work costing not less than the amount equal to Rs 75 Crores.	1.the value proposed is high if you consider only E surveillance service turnover. Pure play E-surveillance vendors opportunity to participate is not being addresses please consider pure e- surveillance annual turnover to be above 50 cr as a qualifier in the last three years 2we have single contract order value of around 100 Cr Received in 2022 for the total project period of 5 years and We have project completion certificate with value. Will bank consider this? Estimate Amount for 5 Years Will not be above 10cr , Request you to and review the work experience criteria mention in the point.	Please adhere to T&C of RFP
5	24	7	The bidder should clearly submit litigations if any in their company letter head. False declaration may be result into disqualification.	We are unlikely to be able to present every lawsuit; instead, we can simply file a letter claiming that all lawsuits arose naturally and that none of them would significantly impact the bidder's ability to conduct business.	Please adhere to T&C of RFP

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6	24	8	The bidder should be providing e- Surveillance system to deter crime for a minimum of 1500 Sites including installations for at least in 2 PSB/PVB in India as on 31.03.2024 with atleast 600 Sites in atleast 1 PSB / PVB of which Esurveillance solutions must be currently implemented in minimum 100 Branches.	<p>We request bank to modify this clause as The bidder should be providing e- Surveillance system to deter crime for a minimum of 1500 Sites including installations for at least in 2 PSB/PVB in India as on 31.03.2024 with atleast 600 Sites in atleast 1 PSB / PVB of which Esurveillance solutions must be currently implemented in minimum 100 Branches / ATM sites</p> <p>Request you to please accept Financial institutions installations also</p> <p>Please confirm if they would be POC for the bank which bidder has to demonstrate at any one Site of the Bank</p>	<p>Please adhere to T&C of RFP. No POC is required as the solutions should have been already implemented currently in any 2 PSB / PVBs.</p>
7	24	9.1 Eligibility Criteria	4. Net worth of Bidder firm should (i) Not be negative during last 3 Financial Years and also (ii) should not have eroded by more than 30% (thirty percent) in the last three years (i.e. 2021-22, 2022-23, 2023-24*)	Please confirm the meaning of * mark against 2023-24. The Audit for FY23-24 is not yet completed. Please suggest if we can provide a Self-certified document will suffice.	Provisional certificate by auditor (FY 2023-24) may be considered.
8	25	9.1 Eligibility Criteria	17. Certificate of Financial Soundness from Bankers of bidders to be furnished (Solvency Certificate) as on 31/03/2023	Request for the value for which the Solvency Certificate needs to be availed.	Please adhere to T & C of RFP; Solvency of every Bidder being unique, generalised value is not stipulated by the Bank.
9	25	17	solvency certificate as on 31.3.23	we have solvency taken for previous tender for your bank in May 2023, can we submit it.	Please adhere to T&C of RFP
10	28	1.3.1 (d)	Event Based detection of loitering or unauthorized activity	How does the bank defines loitering and unauthorized activity, need clarity.	Please adhere to T&C of RFP
11	28	1.3.1 (f)	Storing of Images and Video for any Verification (180 days minimum) (Expandable to meet higher period for storing in case of any future administrative / regulatory requirements)	Video storage for a period exceeding 90 days may require upgradation to a higher storage capacity which may have a commercial impact. Request if and whenever, such an eventuality arises, it be done at a mutually agreed additional cost.	Please adhere to T&C of RFP
12	28	1.3.1 (f)	Storing of Images and Video for any Verification (180 days minimum) (Expandable to meet higher period for storing in case of any future administrative / regulatory requirements)	Our understanding is the bank wants data retention at server side to be minimum of 180 days including the images and videos of the events and not the entire cloud recording for 180 days. Pl confirm	It is clarified that 180 days storage is on site & 7 days on cloud

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13	28	1.3.1 (g)	Images and Video for any Verification (180 days minimum) (Expandable to meet higher period for storing in case of any future administrative / regulatory requirements) will be stored in DVR placed in Back Room at site location and the real time backup for the same should be available at central monitoring location.	Requirement of "Real time backup at central monitoring location" requires clarity. Does this mean Indian Bank is expecting 180 days of real-time cloud storage backup of the DVR ? Please clarify	Please adhere to T&C of RFP
14	28	1.3.1 (R)	The e-Surveillance vendor will be solely responsible to provide such information or video footage or image or reports (in portable device) to the police or other regulatory authorities on case of failure to provide requisite footages	Portable device will be provided by Bank?	Footage to be shared as a Link for onward submission to LEO by the Bank.
15	29	1.3 - t	Site and Geography identification for installation of system would be done absolutely at the discretion of the Bank. Similarly, any addition of the site should not attract any additional commercial.	We are hoping the bank to reconsider this provision as the location and site identification needed for system installation would be entirely up to the bank's judgement. Likewise, any site additions have to be carried out at a cost that has been concurred upon.	Please adhere to T&C of RFP
16	29	1.3 - v	(v) During the currency of the contract, if any additional sensor is required to be installed, the vendor will install the same without any extra cost.	We urge that the bank alter this clause as (v). If an additional sensor is necessary throughout the term of the contract, the vendor will install it for an additional fee that can be agreed upon.	Please adhere to T&C of RFP
17	29	1.3 -u	(u) The Bank may shift/renovate its Branch during the contract period. In such cases, 30% of the cost per month per site shall be paid to the service provider towards the cost of shifting the equipment to the new location". Shifting will be within Zone, normally.	We ask the bank to change this sentence as (u) the bank may relocate or refurbish its branch throughout the term of the agreement. In these circumstances, the service provider is granted 10% of each site's monthly fee to cover the expense of moving the equipment to the new location. Normally, shifting takes place inside the zone.	Please adhere to T&C of RFP
18	29	1.3.1 (h)	Use of 2-Way Audio to deter the attempted crime and the system should be highly capable of clear voice / sound quality and there should be no disconnection even if the connectivity is lost with the command centre.	How is it possible to have a 2 way Audio if the connectivity is lost with the command centre. This depends on the GSM operator and eSurveillance service providers have no control over this and technically this is not possible anywhere in the world. Even phones designed primarily for making voice call have disconnections during the call. Request the bank remove "and there should be no disconnection even if the connectivity is lost with the command centre"	Please adhere to T&C of RFP

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19	29	1.3.1 (J)	Storing of ticket related notes / recordings of conversation with various parties for 180 days minimum. Storing of suspicious / criminal events would be for beyond 180 days, till the closer of the case.	Will the bank inform us which events to be stored beyond 180 days ? When can we delete/remove these contents from our storage. Request Bank to define a process for this requirement covering intimation of storage and intimation of removal.	Yes. Bank will inform if footages are to be stored beyond 180 days.
20	29	1.3.1 (r)	The e-Surveillance vendor will be solely responsible to provide such information or video footage or image or reports (in portable device) to the police or other regulatory authorities on demand and under the permission of Bank's authorities. Suitable penalty will be applicable in case of failure to provide requisite footages.	Can we share footage directly with the bank? Since providing footage in portable device is a chargeable service , We request if and whenever, such an eventuality arises, it be done at a mutually agreed additional cost.	Any CCTV footae to be provided in a link to the bank
21	29	1.3.1 (U)	The Bank may shift/renovate its Branch during the contract period. In such cases, 30% of the cost per month per site shall be paid to the service provider towards the cost of shifting the equipment to the new location". Shifting will be within Zone, normally.	Unlike an ATM a bank branch requires lot of wiring. We propose the bank to consider a fixed value irrespective of the cost per month for shifting with in the Zone and outside the Zone as the logistics cost will be different if its outside the Zone. Also will the bank pay rental to the service provider during this period, as this downtime has nothing to do with the service provider but was based on banks requirement and also please consider the service provider needs to pay the leasing finance and mobile operators which is dependent on the service revenue. We request for Rs. 10,000/- as Relocation fees per site.	Please adhere to T&C of RFP
22	29	1.3.1 (v)	During the currency of the contract, if any additional sensor is required to be installed, the vendor will install the same without any extra cost.	Request the Bank to consider a one time payment when additional hardware is required. Since this is a Opex contract the rentals are calculated based on the BOM envisaged for the present functionality. If new hardware needs to be purchased to meet any future requirements its best the bank pays a differential one-time amount for those purchase, this will help service providers to reduce the monthly billing for the bank based on the present scope	It is clarified that minimim BOM has been explicitly specified. There are no major alterations envisaged. Please adhere to T & C of RFP.
23	30	1.3.1 (W)	De-installation/Dismantling of any e-surveillance equipment from the site will be done without any additional cost to the Bank.	It is requested that any dismantling of our equipment is done by our technical personnel only since all of them are sensitive electronic equipment. A notice of at least 72 hrs be provided before any dismatling is required to be done to enable us to align our technician accordingly.	Please adhere to T&C of RFP

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24	30	1.3.1 (x)	During the currency of the contract, the vendor should upgrade the system at no additional cost, particularly with reference to up gradation in technology related to CCTV camera (resolution)/Sensors or due to compliance of any Regulatory guidelines/requirements etc.	Request the Bank to consider a one time payment when change of hardware is required. Since this is a Opex contract the rentals are calculated based on the BOM envisaged for the present functionality. If new hardware needs to be purchased to meet any future requirements its best the bank pays a differential one-time amount for those purchase, this will help service providers to reduce the monthly billing for the bank based on the present scope The upgradation will be processed only to meet the RFP / SLA solutions. Any specific request from Bank for upgradation should be at additional cost.	Please adhere to T&C of RFP
25	30	1.7.1	Camera analytics or any facility, which should be able to detect any person entering Branch premises with covered face, face under mask and/or wearing helmet etc	The RFP does not mention the action required post identifying a face mask or helmet in a bank branch.	The same is catgorised under Suspicious activity and accordingly proceeded for deterrence.
26	30	1.7.3	Two-way Audio to deter / warn criminal attempts / activities. The system should be highly capable of clear voice/sound quality and there should be no disconnection even if the connectivity is lost with the command center. Pre-recorded message of minimum 60 seconds should be played to deter any theft / burglary or any suspicious activity	Technically 2 way Audio cannot happen / work if connectivity is lost. Pre-recorded messages can be played when intrusion is detected. Does the bank wants this feature even during working hours when Banks staff are available in the bank or only during non working hours of the bank.Bank to specify where to fix the speaker, since it can be a bigger building unlike an ATM	Ideally, in customer lobby.
27	30	Section III : 1.3.1.	(r) The e-Surveillance vendor will be solely responsible to provide such information or video footage or image or reports (in portable device) to the police or other regulatory authorities on demand and under the permission of Bank's authorities. Suitable penalty will be applicable in case of failure to provide requisite footages.	Request you to specify the penalty.	Refer T & C of the RFP / GeM Bid. Please adhere.
28	31	1.8.1	The possible incidents include vandalism, theft, fire, water leakage, misbehavior, mischief, crimes,	1.) Request the bank to specify where water leakage need to be identified and the action expected from control room, in the event of this alert.2.) Its not possible to define misbehavior, mischief & crimes to any vision based algorithms unless they are clearly defined by the bank. Example - A person carrying a gun, A person waving hand or shaking hand with some one - all these are possible.	Water Leakage pertains to wherever Acs are installed. In the Broader sense, Flooding of the Branch is classified as untoward incident.

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29	31	Section 1.7.5 (I)	Billing module (automatic calculations of monthly bills) exclusively in web-based portal	Please clarify if this clause means that there will be no physical submission of monthly bills by the vendors for the services provided	Physical bills to be submitted . Online module is for verification at user end
30	32	1.9.10	Alert event should be generated in the CMS even if internet services are not available, either through SMS or phone call.	Entire solution has been designed to communicate via TCP/IP. As already backup lines are there. Request to consider inly TCP/IP based communication Required more clarity.	There should not be any issue in providing solution to bank requirement even in TCP/IP based comunication. Please adhere to T & C of RFP
31	32	1.9.14 (a)	Perimeter breach	Required clarity on Area of Interest to identify the Perimeter breach?Does the area will be same across the bank branches?	All outer sides of Branch premises
32	32	1.9.14 (b)	Object detection (available/not available).	What kind of objects to be detected, what is the minimum size of the object Type of sharp objects required to be defined	As per AI facility availability, use of Sharp tools such as Knife, Guns and similar objects.
33	32	1.9.14 (d)	Overcrowding at Branch	Being its branch solution, there will be more people (including branch personals) always during the working hours. Hence parameter of defining the criteria of Overcrowding need to be defined. Please define the overcrowding at branch (number of people which are considered overcrowd) Require more clarity on what functionality is required at the Branch Premise for playing the pre recorded messages. In what conditions this will be used by the bank	05 persons in a 20sqft near counters - especially in Jewel & Cash counters.
34	32	1.9.14 (e)	Person detection	Being its branch, people presense is expected during the banking hours and this alert will be always generated from the Branches. Please explain what should be done in this scenario and SOP not defined	Refer Previous
35	32	1.9.14 (f)	Premises cleanliness	Required more clarity on this point For cleanliness we request to consider housekeeping report, for footfall need clarification footfall count need to be done at main gate/lobby or any specific space. Strong room door open/Close we request to consider this feature through sensors as well. we also request to remove footfall in Branch like scenarios as any bank branch would have very dynamic scenarios	General Housekeeping in Branch; Purpose of reporting It is clarified that Footfall is at Branch Entrance through AI Strong room / Safe room Door open report is through Sensors only
36	32	1.9.14 (g)	UPS Area identification (Battery removal, storage of flammable materials)	Required to clasify the Flammable materials in UPS Area	Self explanatory; Identify flammable items and reporting to Bank.
37	32	1.9.14 (h)	Branch total footfalls	Required to explain the SOP.	At the Branch Entrance.
38	32	1.9.14 (I)	Strong room door / SAFE ROOM DOOR open/closed detection	Sensor based alert is already available as part of the BOM, Required to explain the SOP	Please adhere to T&C of RFP

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39	32	1.9.14 (m)	Cash Cabin door open detection during cash hours	Required clarity on cash hours and required to explain the SOP	Generally from 0900 - 1600 hrs
40	32	1.9.14 (n)	Fire Detection	Sensor based alert is already available as part of the BOM, Required to explain the SOP Please clarify this is regarding smoke detector or fire detection, If this is regarding fire detection we have to use third party software that will increase the cost.	Detection is through Sensors primarily. Capability of the Bidder to comply with SOW - AI / Sensor based; Both will be considered. Please adhere to T&C of RFP
41	32	1.9.3	The ESS should be able to establish two-way audio communication with persons available at any site. For this two sets of two-way audio communication (for redundancy) in the form of speaker and microphone will be provided at each site, It shall be active 24x7. The speakers & microphones should be installed such that they are not easily removed/tampered.	Why two sets of Two way audio required? Clarification Please specify the location where 2 speakers and mic are to be installed . We suggest using only 1 set as keeping 2 mics and speakers next to each other will create echo and loop back noises	One set in Branch Premises and the other in Central Monitoring Station.
42	33	1.9.4	The two-way communication should give clear and audible voice. Must have capability to relay prerecorded messages or sounds from the Branch Premises.		Please adhere to T&C of RFP; Bank will provide Standardised Messages and given to Service provider.
43	33	Section 1.9.14(e)	Person detection (available / not available)	Please confirm if person detection refers to staff availability at counter.	Staff available in counters
44	33	Section 1.9.14(l)	Strong room door / SAFE room door opens close detection	Please confirm whether 2 min definition pertains to grill gate or metal door of the vault	Pertains to grill gate.
45	34	1.8.1	The possible incidents include vandalism, theft, fire, water leakage, misbehavior, mischief, crimes, dacoity	Do we need to install separate water leakage system? Kindly brief misbehavior, mischief incident alerts in detail.	AI Based Technology to be used. Any untoward incident affecting Saftey and security of bank staff and customer inside bank premises.

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46	34	1.9.21	<p>The ESS solution should have facility to integrate power management hardware/software for managing/monitoring the following activities from ESS :</p> <p>(a) Switching-off Main Lighting DB and AC DB of any site (wherever provided), if not switched off by staff while closing the site for the day.</p> <p>(b) Regulate switching on/off power supply to glow sign boards of Branch as per pre-defined timings site-wise.</p> <p>(c) Regulate timer-based switching off/on of ACs installed at Branch sites, if not switched-off by, staff while closing the site for the day.</p>	<p>Request bank to clarify if already there is any relay based module installed at branches which can be controlled by modbus. If not then for each branch Power rating would be different and this will in result cause non-uniform solution for each branch also this will require to modify switching equipment to be made of different rating rating for each branch.</p> <p>Would require power consumption details for supplying MCB</p> <p>Controlling is possible .But from branch side Common contactor relay to be provided for switch off . This will be under Branch scope only. Amendment required for the same</p>	<p>It is clarified that Main Lighting DB and AC DB, wherever provided need to be switched Off. Branch / ATM Glow Sign Boards not part of SOW.</p>
47	34	1.9.21 (c)	<p>Regulate timer-based switching off/on of ACs installed at Branch sites, if not switched-off by, staff while closing the site for the day.</p>	<p>Controlling is possible .But from branch side Common contactor relay to be provided for switch off . This will be under Branch scope only. Amendment required for the same.</p> <p>We don't recommend this for Branches. What is the maximum number of Acs to be controlled at a site?What will be the time range to switch of the Light and AC ?</p>	<p>If separate AC DB is provided, within MSP scope</p>
48	34	1.9.21 (f)	<p>The ESS software should have capability to store/backup all data, images, videos related to alerts generated and action taken by ESS. Detailed audit trails for all CMS operations should be available to monitor/verify each & every event/activity. Such storage/backup should be available for complete contract period at CMS.</p>	<p>Required to define on Data retention policy.</p>	<p>Please adhere to T&C of RFP; 180 days. Any Specific requests by Bank will be preserved more than 180 days till such time of closure of Complaint.</p>
49	34	1.9.21(n)	<p>The network connectivity for the CMS solution i.e., leased lines, broadband, MPLS technology and dual SIM VPN including its hardware & software shall be owned by the bidder. The MSP must size the same considering the CMS solution and upgrade the same if required, in future without any extra cost to the Bank.</p>	<p>Does bank support to get the Broadband/MPLS connectivity?</p> <p>We request bank to consider Dual SIM connectivity instead of Broadband and MPLS. As per new guidelines Broadband and MPLS will require end site address proof and some other related documents of bank.</p> <p>Would require power consumption details for supplying MCB</p>	<p>Please adhere to T & C of RFP. Bank Address Proof will be provided for the purpose of providing exclusive Broad Band, based on specific request by Selected Bidder.</p>

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50	35	1.1	Main controller/Control panel/ Control Unit with in-built 10 hours battery backup	It has already been asked to provide separate UPS/Power Backup for 12 hours in addition to that we request bank to please consider inbuilt backup of 4-6 hours as we will be providing UPS backup for 12 hours.	Please adhere to T & C of RFP
51	36	2nd item	Wired/Wireless Fire Detector Smoke (optical type)	Should we install smoke detectors above or below the false ceiling in every area mentioned, spaced at 10x10 feet?	Above False Ceiling, wherever available.
52	36	1.11.11	2MP IP based IR Dome/Bullet Camera: Lens Type - Varifocal lens, 2.8 to 12mm motorized @ F1.4	Standard Bank operation can be covered by fixed lens, request the same to be considered. If due to some specific reason motorized lens camera is required then what would be the quantity, is it for all cameras or any specific camera	Please adhere to T&C of RFP
53	36	1.1	4-Zone Conventional Fire Alarm Control Panel	Main control panel which we will be providing that is Intrusion and Fire Panel with inbuilt capability to send notification to central command center. We request bank to consider smart panel for Intrusion and Fire instead of Conventional Fire panel. Since the intrusion panel is integrated to support connecting both Fire and intrusion Sensors, hence separate Fire Alarm Panel may not be required in branch. We seek clarity for this clause please.	Bank shall consider subject to Bidders' ability to comply with SOW i.e. ability to detect Fire hazards.
54	36	(a)	Cloud based Storage for 7 days	Page no 28 RFP point 1.3.1(g) mentioned about 180 days cloud storage and in this point it is mentioned for 7 days. Required clarity	180 Days on NVR; 7 days on Cloud
55	36	(b)	Edge based AI capability in the form of AI Module/Box/Controller	Required clarity why bank is expecting Edge based AI. Does bank expect edge based AI controller?	AI based controller is preferable.
56	37	1.1	HARDWARE & SOFTWARE REQUIREMENTS AT BRANCH SITE: Main controller/Control panel/Control Unit with in-built 10 hours battery backup	The next point specifies a UPS with 12 hours backup and hence request the bank to remove this requirement. If sensors and cameras are not working beyond 12 hours, even if the controller is powered on for another 10 hours is of no use. If the intention is to have a battery backup of 22 hours then we recommend the UPS to have 22 hours battery backup for all the equipment's supplied	Please adhere to T & C of RFP.
57	39	1.1	Cash Counter Alert processing work flow:- Audible siren should be raised if Cash cabin door is left open for more than 2 Mins during working hours (0900 hrs to 1800 hrs) on working days	Can we use the Hooter for the Audible siren or a separate equipment is required for this? If a separate equipment is required, does the bank has any specification for the same.	Separate sounder is required

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58	40	1.11.1	Main control panel should have built-in gateway with multiple connectivity: LAN/Wi Fi/GPRS/3G/4G/5G/Broadband. The network router should have the facility to use Broadband network and dual SIM card-based VPN in active-active aggregation mode	Request bank to consider Router as a mode of gateway. Router provides more robust connectivity than inbuilt modem mechanism.	Please adhere to T & C of RFP
59	40	1.11.1 (c.)	It should have capability for integration of two-way audio communication with redundancy (two sets of speaker & mic combination) over the network with branch site	Why does the bank want redundancy for speaker and mic which normally does not fail and is used only for 2 way conversation to deter an incident where already 2 hooters are provided as a backup. This is not a standard product and 2 speakers and 2 mic will only create an ECO and loop back. Request the bank to change it to a speaker and mic and if required can provide the detailed specifications like audio level required for the mic and the sensitivity for the mic, plus dimensions etc.	Refer Previous
60	42	1.11.11	2MP IP based IR Dome/Bullet Camera:	Is audio recording is mandatory for all cameras. Should the NVR record video along with audio.	Please adhere to T&C of RFP; Yes. Audio recording mandatory for all cameras.
61	43	10	Certification -UL, CE, FCC, BIS	UL/CE/BIS - As per GOI notification P-45021/65/2019-BE-II (47608) for MII, INDIAN STANDARD IS (BIS) : 13252 Is Equivalent to UL/CE certification.	Certification – UL/ CE/ FCC/BIS or equivalent
62	43	10	Audio In/Out (1/1)	Built in MIC, One way Audio, Two-way audio communication is already included in the scope of work; thus, we request that you specify built-in Mic Cameras to capture video and audio, as external Audio in/out would raise the cost of the camera.	Bank may be considered subject to compliance to SOW
63	44	15	Network Interface - RJ-45 10/100 Mbps self adaptive ethernet -16 ch 1, RJ-45 10/100/1000 Mbps self adaptive	POE or Non POE -Please confirm whether to offer POE or NON poe NVR	It is clarified that it is with POE only.
64	44	16	USB Interface - 4 Ports	3 or More, are sufficient & as per the Industry standards	Please adhere to T&C of RFP
65	45	Section 2.5 Contract Period	Bank will enter into contract initially for a period of three years from the 91st Day from date of issuance of Purchase Order and extendable further at the same terms & conditions, provided services of the bidder is satisfactory at Bank's sole discretion. The Bank will have the right to renegotiate prices at the end of the contract period of three years. In such case, the vendor has to submit a fresh bank guarantee or extend the bank guarantee submitted to bank as performance security for a period of three years post completion of three years of contract.	Project outlay for this opex contract is very high. Please consider increasing contract period to 5 year minimum. We propose the Parties to jointly revise the price of this contract upon extension	Please adhere to T&C of RFP

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66	45	Section III-2.3.4	The payment will be made only for the services provided by the Service Provider as mentioned in the scope of work. The vendor has to submit the invoices within 1st week of every succeeding month along with the uptime and downtime reports.	We request that - Any services required by the Bank but not included in the scope of services must be requested in writing by the Bank to the Bidder, and such written requirement will be included in the scope, and the Bank will be obligated to pay the bidder. If any errors are discovered in the invoice after it has been submitted by the bidder, they will be reported to the bidder, and the bidder will be given a fair opportunity to correct the invoice.	Please adhere to T&C of RFP; Conditional Tenders not acceptable.
67	45	Section III-2.3.5	The Bank shall right to withhold any payment due to the Bidder, incase of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to default on the Bank. If the line items are mentioned in the commercial bid is not taken up by the Bank during the course of assignment, the Bank will not pay the amount quoted against such activity/line item.	The Bank is urged to waive the condition relating to withholding payment and to provide the Bidder a sufficient opportunity to correct the default; if the bidder fails to do so, the Bank has the right to cancel this Bid. If any things are included in the Bid but are not needed by the Bank, the Bank will be obligated to reimburse the cost to the bidder, which will be at the bidder's discretion. Furthermore, we recommend that the Bank provide separate invoices for the debits and penalties; we do not agree that the Bank should withhold our payments.	Please adhere to T & C of RFP; Conditional Tenders not acceptable.
68	45	Section III-2.3.7	The payments will be released through NEFT after deducting the applicable LD/Penalty (if any) and applicable TDS, centrally by respective Zonal Offices and the Service provider has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code, region (State / UT) wise GSTIN etc.	We urge that the Bank do not levy any LD costs. In such cases, the Bank may cancel this Agreement.	Please adhere to T&C of RFP
69	45	Section III-2.3.8		We propose adding a new condition to safeguard our interests in the event of payment delays. In the event of a delay in payment of the billed amount for more than the stipulated period, interest at 18% per annum will be levied on the outstanding amount, and if the payment is still not processed for another period of two months, the Service Provider shall also be entitled to suspend Services, and such suspension shall not be construed as a breach of the Agreement by the Service Provider, and the Service Provider shall not be held responsible or penalised for service lapses.	Please adhere to T&C of RFP; No conditional Tenders are accepted.

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S.No	Page No.	Para No.	Description	Query	Bank's Response to Bidder
70	46	Section 2.10 Liquidated Damages	Liquidated Damages (LD)	The penalties are high, would request if same can be revised We request that the bidder not be imposed liquidated damages.	Please adhere to T&C of RFP
71	46	Section 2.8 Insurance	The Service Provider may be required to take adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission/ commission/ dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement. Bidder should have cyber insurance policy to cover first party and third-party liability coverage to organisation when cyber risk materializes and / or cyber security controls at organization fails. The coverages established by the cyber insurance shall cover property, theft and network level security.	We would request to limit the Insurance coverage to only "E-Surveillance equipment's supplied by Company".	Please adhere to T&C of RFP
72	46	Sub-Contracting 2.6	The successful bidder will not subcontract or delegate or permit anyone other than the bidders' personnel to perform any of the work, service or other performance required of the supplier under this agreement without the prior written consent of the Bank. Bank at its own discretion may permit or deny the same.	Urge the bank to consider that if the situation/urgency requires it, successful bidder may enlist the assistance of its authorised or registered affiliates, subsidiaries, or preferred suppliers, with the bank's due consent.	Please adhere to T&C of RFP

RESPONSE TO BIDDERS - CLARIFICATION				ANNEXURE	
S.No	Page No.	Para No.	Description	Query	Bank's Response to Bidder
73	48	Section III-2.14	<p>Indemnity Clause: If at the time of the supplying the goods or services or installing the platform/ software in terms of the present contract/ order or subsequently it appears at any point of time that an infringement has occurred of any right claimed by any third party in India or abroad, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified on that behalf.</p>	<p>We recommend adding the following language: The Bank shall give a thorough notice of any indemnification claim together with pertinent supporting documentation. The Service Provider shall not be liable under the indemnity provisions of this Agreement to the extent that loss is caused by the Bank's or its employees' negligence, breach of this Agreement, or violation of applicable laws, or for any services provided by the Bank outside the scope of this Agreement.</p> <p>The Bidder agrees to indemnify the Bank solely for direct damages. In no event shall the Service Provider be liable for any indirect, incidental, consequential, or punitive damages, including loss of profit or goodwill, arising from or relating to this Agreement and/or its subject matter, whether such liability is asserted under contract, tort, or otherwise, even if such party has been advised of the possibility of such damages. Any data loss attributable to force majeure or other causes without the bidder's control (such as natural disasters, power outages, data migration, system malfunctions, viruses, etc.) will not be covered by the bid. The bidder shall not be liable for any virus-related system failures, tampering with the hardware or operating system, database-related issues, or any loose, soiled, forged, or counterfeit notes, nor for notes that are not issued by RBI during the Agreement.</p>	Please adhere to T&C of RFP
74	49	Section III-2.18	<p>While the successful bidder/ OEM shall retain the intellectual property rights for the application software, it is required that successful bidder shall grant user-based annual subscription License to the bank for the bank's exclusive use without limitation on the use of those licenses.</p>	<p>The Bank will be provided a non-exclusive licence with access limitations.</p>	Please adhere to T&C of RFP
75	50	Section III-2.21.4	<p>Settlement of disputes</p>	<p>We suggest if the jurisdiction for Arbitration shall be Mumbai or any other neutral location.</p> <p>We suggest deletion of the below wordings : failing such agreement, by the appointing authority namely the Indian Banks' Association (IBA).</p>	Please adhere to T&C of RFP

RESPONSE TO BIDDERS - CLARIFICATION				ANNEXURE	
S.No	Page No.	Para No.	Description	Query	Bank's Response to Bidder
76	52	Section III-2.24	<p>Force Majeure</p> <p>2.24.2 If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case, not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>2.24.3 If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.</p>	<p>We suggest deletion of below wording, as the decision to discontinue service during Force Majeure situation needs to be mutual :</p> <p>Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event</p> <p>Further, 6 months is too long period for Force Majeure. We suggest the same to be changed to 30 days and termination to be immediate.</p>	Please adhere to T&C of RFP
77	56	Section 2.32 Penalty Clause	2.32 Penalty Clause	The total Penalties per month related to site need to be restricted to 1 month monthly revenue of that particular site.	Please Adhere to T & C of RFP
78	56	Section III-2.32	Penalty clause	<p>The Bank shall waive this clause and exercise its additional right to terminate this Bid in the event of any delay or default.</p> <p>The reason for penalty/LD should be solely attributable to the Bidder and not otherwise. Further, Bidder should be entitled for a cure period before such penalties/LD.</p> <p>Request to please consider and review as penalty are very high and not sustainable</p>	Please adhere to T&C of RFP

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S.No	Page No.	Para No.	Description	Query	Bank's Response to Bidder
79	57	Other Penalties	6. Loss to Bank for every unreported/undetected incident	The total Penalties per month related to site need to be restricted to 1-month monthly revenue of that particular site. . Recovery of actual loss should be avoided as there is an insurance cover already in place for the bank.	Please adhere to T & C of RFP
80	57	Other Penalties	7. a) Non-Supply of Video Footage b) Non retention of video footage	The total Penalties per month related to site need to be restricted to 1-month monthly revenue of that particular site. . Recovery of actual loss should be avoided as there is an insurance cover already in place for the bank.	Please adhere to T&C of RFP
81	57	Other Penalties	8 Non maintenance of Turn Around Time for CCTV footages.	The total Penalties per month related to site need to be restricted to 1-month monthly revenue of that particular site. . Recovery of actual loss should be avoided as there is an insurance cover already in place for the bank.	Please adhere to T&C of RFP
82	57	Section 2.32 Penalty Clause	4.Incident reporting	This should be relating to the site under consideration and not the total outstanding.	Please adhere to T&C of RFP
83	59	Section III-2.37	Compliance with Policy The successful bidder shall have to comply with Indian Bank's policies like Policy on Security Management, IT policy, Information Security policy, Cyber Security Policy etc. in key concern areas relevant to the RFP, extract details of which shall be shared with the successful bidder.	The bidder shall comply with the applicable policies applicable to the services rendered by the Bidder under this agreement.	Please adhere to T&C of RFP; It is implied.
84	60	Section III-2.40.7	Representation and Warranties The Bidder represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:	We suggest that the Representation and warranties shall survive only during the term of the agreement.	Please adhere to T&C of RFP; It is implied.
85	61	Section III-2.40.7. (a) iv	That there are – ☐ no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under the Contract; and	We suggest that there are legal proceedings pending, but the same have arisen out of regular business operations and the same do not materially affect business of the Bidder.	Please adhere to T&C of RFP

RESPONSE TO BIDDERS - CLARIFICATION					ANNEXURE
S.No	Page No.	Para No.	Description	Query	Bank's Response to Bidder
86	63	2.40.12	<p>Solicitation of Employees</p> <p>The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly:</p> <p>(a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or</p> <p>(b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.</p>	<p>We suggest to add exception to it.</p> <p>It is however agreed between the parties that if the employment / recruitment happens through any of the third party job portal or online / social media recruitment sites the same shall not bet terms as Solicitation under this agreement.</p>	<p>Please adhere to T&C of RFP; No exceptions are acceptable.</p>
87	63	Section III- 2.40.9	<p>No Right to Set Off</p> <p>In case the Successful Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under the agreement to the said Bidder for any payments receivable under and in accordance with that business.</p>	<p>This clause shall be made mutual in nature.</p>	<p>Please adhere to T&C of RFP; Conditional Tenders not acceptable.</p>
88	81	DETAILS OF FINANCIAL PERFORMANCE OF BIDDER	<p>To be provided by Statutory Auditor/Chartered Accountant)</p>	<p>Request confirmation on submission of Practicing Chartered Accountant certificate will be acceptable instead of certificate from Statutory Auditor</p>	<p>Please adhere to T&C of RFP</p>
89	89	Annexure X- Section 8	<p>Independent External Monitor / Monitors</p>	<p>The Bank shall ensure that they enter a confidentiality arrangement with such IEMs to ensure the confidentiality of this RFP and both the parties is maintained.</p>	<p>Please adhere to T&C of RFP</p>
90	94	Annexure XI - Section 12	<p>Indemnity clause: "The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants."</p>	<p>This clause shall be captured in the definitive agreement/contract form and be deleted from here. Additionally the RFP has a confidentiality clause. Further we cannot agree for indemnity clause in an NDA.</p>	<p>Please adhere to T&C of RFP</p>

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S.No	Page No.	Para No.	Description	Query	Bank's Response to Bidder
91	103	VALIDITY OF THE AGREEMENT Point 1	This agreement will be valid from date of Purchase Order for a period of 3 years till..... of Comprehensive Centrally Monitored Electronic Surveillance at Select Branches under OPEX Model under the above referred Purchase Order.	Project outlay for this opex contract is very high. Please consider increasing contract period to 5 years minimum	Please adhere to T&C of RFP
92	105	Annexure XIX- Section 4	Penalty	This clause should be waived off. The Bank has an additional right to terminate this Agreement on default. The reason for penalty should be solely attributable to the Bidder and not otherwise. Further, Bidder should be entitled for a cure period before such penalties. The Bank shall, while making any indemnity claim, shall provide a detailed notice of such claim together with relevant supporting documents. Further the penalties needs to be capped.	Please adhere to T&C of RFP
93	109	5	Maintenance - The selected bidder shall carry out the preventive maintenance once in a month in consultation with Bank during the contract period. Preventive Maintenance will include replacement of worn-out parts, checking through diagnostic software etc. Worn out parts should be replaced/repared/rectified within a maximum period of 24 hours in metro & urban and 48 hrs. in other regions from the time of fault occurrence. In case equipment is taken away for repairs, the Service Provider shall provide a standby equipment (of equivalent configuration), so that the work of Bank is not affected. The Service Provider shall keep sufficient quantity of spares as stock during the warranty period at their support office across the country.	Maintenance of every equipment/sensor site on a real-time basis will be ensured through our system of health checks and field visits. The TAT for replacement/repair/rectification of items through routine maintenance will be ensured. However there may be occasions where major items like our panel box may go defective due to power fluctuations and dust issues which would require replacement of the entire unit. in such cases, the laid down TAT may be exceeded. The frequency of detailed Preventive Maintenance once a quarter would be sufficient and may please be considered.	Please adhere to T&C of RFP
94	112	Annexure XIX- Section 7	Termination for default	We suggest to add below wordings: Before issuing any notice for termination for default the Bank needs to give sufficient advance notice to the Bidder to rectify the breach and the agreement can be terminated only in case of failure on part of the bidder to do so.	Please adhere to T&C of RFP

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S.No	Page No.	Para No.	Description	Query	Bank's Response to Bidder
95	113	Annexure XIX- Section 9	Settlement of disputes	<p>The bidder proposes sole arbitrator instead of 3 arbitrators under dispute resolution since it is cost effective.</p> <p>We suggest if the jurisdiction for Arbitration shall be Mumbai or any other neutral location.</p> <p>We suggest deletion of the below wordings :</p> <p>failing such agreement, by the appointing authority namely the Indian Banks' Association (IBA).</p>	Please adhere to T&C of RFP
96	113	Section XIX - 8	<p>Force Majeure</p> <p>If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case, not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.</p>	<p>We suggest deletion of below wording, as the decision to discontinue service during force Majeure situation needs to be mutual :</p> <p>Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event</p> <p>Further, 6 months is too long period for Force Majeure. We suggest the same to be changes to 30 days and termination to be immediate.</p>	Please adhere to T&C of RFP
97	114	Annexure XIX Section 11	Jurisdiction	We Suggest to change the jurisdiction to Mumbai or to a neutral state.	Please adhere to T&C of RFP

RESPONSE TO BIDDERS - CLARIFICATION				ANNEXURE	
S.No	Page No.	Para No.	Description	Query	Bank's Response to Bidder
98	115	APPENDIX -I	<p>Monitor /Display item missed?</p> <p>Technical Evaluation Criteria - Bidder in demonstration of Mobile Application and Website Dashboard for proposed solutions. Checklist of basic features that would be required for assessment of Mobile App & Website Dashboard Access is placed as Annexure XVIII.</p>	<p>In the given list of items, display monitor is not mentioned. Kindly clarify whether it is required or not.?</p> <p>Please confirm if they would be POC for the bank which bidder has to demonstrate at any one Site of the Bank</p>	<p>Monitor intentionally not included as the provision of Mobile / Website Dashboard is mandatory.</p> <p>Demo during Tech Evaluation of the Bid is mandatory. POC is not required.</p>