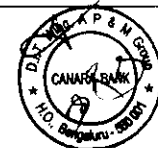


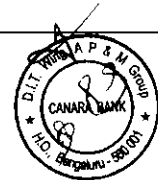
Sl. No.	Page No.	RFP Clause	Clause/Technical Specification	Bidder's Query	Bank's Reply
1	10	8. Scope of Work	8.3. The Bidder should maintain the Scanners during warranty period of 3 Years and AMC period of 3 years. During the warranty period and AMC period, the Bidder is bound to do all hardware spares replacement without extra cost to Bank covering all parts & labour from the date of acceptance of the Scanners by the Bank at the respective locations i.e. on-site comprehensive warranty. The Bank, however, reserves the right to enter into Annual Maintenance Contract (AMC) agreement either location-wise / Circle-wise or from a single centralized location.	Certain parts are consumables like rollers, cartridge, MICR Head, CIS etc. These items have a life depending on the usage. You will appreciate that consumable items are not covered under warranty/ AMC. We suggest to exclude consumable items out of warranty/ AMC. You may call for a separate commercials for the consumables.	Bidder has to comply with RFP terms.
2	10	8. Scope of Work	8.8. Scanners should be compatible and work on the CTS software in existence in our Bank which is provided by M/s NCR Corporation India (P) Ltd., Presently, Bank is not using UV facility. However, the bidder has to enable UV facility at a later date at all locations upon receiving request from the Bank within 15 days without any additional cost to the bank.	It is an industry practice that the scanner is provided with a universal interface Ranger, which makes it a plug and play for any CTS application having such a interface ready software. Many of the banks are following this practice so as to have less dependency on both the scanner vendor and CTs vendor. We suggest Bank should consider this and get the interface built once in the CTS application. This will enable Bank to have a varied choice of scanners.	Bidder has to comply with RFP terms.
3	25	44. Penalties/Liquidated Damages:	44.1. Penalties/Liquidated damages for delay in Delivery and Installation of Hardware and Software in all Locations. 44.1.1. Non-compliance of the delivery clauses (42.2) will result in the Bank imposing penalty 0.50% (Plus GST) on delay in delivery per Scanners for Cheque Truncation System, per week or part thereof, on the invoice value of the Scanners for Cheque Truncation System wise. 44.1.2. Non-compliance of the installation clauses (42.3) will result in the Bank imposing penalty 0.50% (Plus GST) on delay in installation per Scanners for Cheque Truncation System, per week or part thereof, on the invoice value of the Scanners for Cheque Truncation System wise. 44.1.3. However, the total Penalty/LD to be recovered under above clauses 44.1.1 & 44.1.2 shall be restricted to 5% (Plus GST) of the total value of the order	It should be restricted to 5% (Plus GST) of the total value of undelivered/ uninstalled scanners.	Bidder has to comply with RFP terms.
4	41	Annexure-3 Eligibility Criteria Declaration  Point No. g	Eligibility Criteria: The bidder should have supplied at least <b>1500 Scanners</b> for Cheque Truncation System to Banks in India in last Four years (i.e. from 01/08/2013 to 31/07/2017) <u>Documents to be submitted with RFP:</u> The purchase order issued by the Banks should be issued in the name of the bidder.	We request Bank to reduce the numbers to 400.	Eligibility Criteria is modified as under: <u>"Eligibility Criteria:</u> The bidder should have supplied at least <b>500 Scanners</b> for Cheque Truncation System to Banks in India in last Four years (i.e. from 01/08/2013 to 31/07/2017) <u>Documents to be submitted with RFP:</u> The purchase order issued by the Banks should be issued in the name of the bidder."



5	50	<p><u>Annexure-10</u> <u>Technical Specifications for Scanners for Cheque Truncation System</u></p> <p>Technical Specification for 50 DPM Scanners for Cheque Truncation System with UV Capability:</p>	<p><u>f. Document Specifications:</u> Width: Min: 54 mm ( 2.12" ) - Max: 108 mm ( 4.3" ) Length: Min: 80 mm ( 3.14" ) - Max: 235 mm ( 9.25" )</p>	<p>These specifications are of a particular model from a particular manufacturer. Instaed, Bank should ask for compatibility of document size as per NPCI/ RBI guidelines.</p>	<p>Bidder has to comply with RFP terms.</p>
6	51	<p><u>Annexure-10</u> <u>Technical Specifications for Scanners for Cheque Truncation System</u></p> <p>Technical Specification for 50 DPM Scanners for Cheque Truncation System with UV Capability:</p>	<p><u>l. Other Requirements</u></p> <p>i. Bidder should ensure that the scanner is compatible and should support UV functionality with the CTS Application being used by Canara Bank at different CTS Grids.</p> <p>ii. <u>The scanner must be able to detect photocopy of the cheque.</u></p> <p>iii. The scanner must generate all image views along with UV image in a single pass</p> <p>iv. The Offered scanners should be compatible with &amp; conform to the Cheque Truncation Systems requirement of RBI</p>	<p>The scanner can not detect a photocopy on its own. Generally, a photocopy will not have MICR code printed with MICR ink. Scanner will not be able to read MICR code on such a paper. It is the software (CTS) driving that scanner that has to take an appropriate action based on this.</p>	<p>Bidder has to comply with RFP terms.</p>



7	30	<b>57. Intellectual Property Rights:</b>	57.1. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.	We agree to indemnify Bank subject to Bank follows following process: <ul style="list-style-type: none"> <li>• Supplier's IP indemnification obligations are to defend Bank for any IP infringement claim against the Bank by the IP owner, and pay any court awarded damages or any settlement that Supplier agrees to.</li> <li>• The IP infringement indemnification obligations of Supplier are subject to Supplier getting prompt notice, sole control of the IP infringement claim and requested support from the Bank.</li> <li>• The IP infringement indemnification obligations do not include any claim based on a combination of the products provided Supplier with products not provided by Supplier.</li> <li>• Supplier will be allowed to take all reasonable actions with respect to the accused products to mitigate any infringement claim; and</li> <li>• The above is Supplier's entire obligations and Bank's sole remedy for IP infringement.</li> </ul>	Bidder has to comply with RFP terms.
8	31	<b>57. Intellectual Property Rights:</b>	57.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.		
9	31	<b>57. Intellectual Property Rights:</b>	57.3. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.		



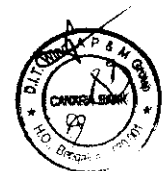
10	31	59. Indemnity:	<p>59.1. The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities(including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:</p> <p>59.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder;</p> <p>59.1.2. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder;</p>	<p>We agree to indemnify the Bank against any third party claim made against the Bank to the extent same is arising out of Bidder's non-compliance of statutory provisions applicable with respect to delivery of scanners under this RFP, subject to Bank follows following process:</p> <ul style="list-style-type: none"> <li>• Bidder's indemnification obligations are to defend the Bank for any third party claim against the Bank, and pay any court awarded damages or any settlement that Bidder agrees to.</li> <li>• The indemnification obligations of Bidder are subject to Bidder getting prompt notice, sole control of the claim and requested support from the Bank.</li> <li>• Bidder will be allowed to take all reasonable actions with respect to mitigate any claim; and</li> <li>• The above is Bidder's entire obligations and the Bank's sole remedy for third party claim.</li> </ul>	Bidder has to comply with RFP terms.
11	32	59. Indemnity:	<p>59.2. The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Scanners for Cheque Truncation System supplied by them.</p> <p>59.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.</p> <p>59.2.2. The limits specified in the above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.</p> <p>59.2.3. All Employees engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.</p>	As IP infringement indemnity is already specified in clause 65 of the RFP, we request Bank to kindly delete this clause 57 (2).	Bidder has to comply with RFP terms.
12	32	59. Indemnity:	59.3. Bidder's aggregate liability shall be subject to an overall limit of the total Cost of the project.	We request the Bank to kindly amend this clause with following wording: Bidder will not be liable to the Bank for any amount greater than (a) the cumulative purchase price, set forth in the purchase order(s) at issue, or (b) in the case of an order for AMC Services, any amount greater than the total fees charged by the Bidder during the preceding 12 months for the Services giving rise to the liability.	Bidder has to comply with RFP terms.



13	51	<p><u>Annexure-10 Technical Specifications for Scanners for Cheque Truncation System</u></p> <p>Technical Specification for 50 DPM Scanners for Cheque Truncation System with UV Capability:</p>	<p><u>m. Functional Requirement for Scanners for Cheque Truncation System</u></p> <p>iii. The Scanners must be fully compliant with and ready for Cheque Truncation Systems (CTS) and should conform to the CTS standards as per the directives and guidelines issued by Reserve Bank of India from time to time and current as on the date of submission of the tender.</p>	<p>While we can ensure conformance to the compliances requirement of RBI as on the date of submission of response to RFP, it is difficult for any bidder to envisage what changes will happen in the compliances requirement in future and what corresponding changes will need to be made to Scanner. We are therefore unable to confirm this. We request the Bank to modify this clause to mean that all the compliance requirements of RBI till the date of RFP submission will be with no extra cost to the Bank and any changes thereafter will be mutually agreed between the successful bidder and the Bank.</p>	<p>Bidder has to comply with RFP terms.</p>
14	51	<p><u>Annexure-10 Technical Specifications for Scanners for Cheque Truncation System</u></p> <p>Technical Specification for 50 DPM Scanners for Cheque Truncation System with UV Capability:</p>	<p><u>m. Functional Requirement for Scanners for Cheque Truncation System</u></p> <p>iv. Bidder to offer scanners meeting CTS Standard 2010 requirements. The scanners should be flexible enough to handle changes in the CTS standards mandated by RBI in the course of CTS testing.</p>	<p>While we can ensure conformance to the mandates and guidelines of RBI as on the date of submission of response to RFP, it is difficult for any bidder to envisage mandates and guidelines will be issued by RBI in future and what corresponding changes will need to be made to Scanner. We are therefore unable to confirm this. We request the Bank to modify this clause to mean that all the mandates and other guidelines of RBI till the date of RFP submission will be with no extra cost to the Bank and any changes thereafter will be mutually agreed between the successful bidder and the Bank.</p>	<p>Bidder has to comply with RFP terms.</p>
15	9	<p><b>6. Participation Methodology:</b></p>	<p><b>6.2.</b> If a Partner/Distributor/System Integrator bids on behalf of the OEM, the same Partner/Distributor/System Integrator shall not submit a bid on behalf of another OEM in the same tender for the same item/product.</p>	<p>Can more than one partner/distributor/System integrator bid on behalf of the same OEM.</p>	<p>Clause is self explanatory. Bidder has to comply with RFP terms.</p>
16	10	<p><b>8. Scope of Work</b></p>	<p><b>8.1.</b> The Scanners proposed to be supplied for Cheque Truncation System (CTS) Project as per this RFP should be compatible with the NCR-CTS Software running in the Bank.</p>	<p>Can NCR-CTS software specify which machines are compatible? Bank needs to inform the vendor of CTS software to integrate the machines procured as per this RFP with their software as same has been done in tenders of other Banks.</p>	<p>It is the responsibility of the Bidder to certify the compatibility of proposed Scanners to the Bank.</p>



17	22	37. Government of India Guidelines On Purchase Preference:	<p>37.1. Procurement through Micro &amp; Small Enterprises [MSEs]: Procurement through MSEs will be done as per the Policy guidelines issued by the Ministry of Micro, Small &amp; Medium Enterprises from time to time. Following are the conditions applicable as per the Government of India Guidelines</p> <p>37.1.1. This MSEs should have registered with :</p> <p>37.1.1.1. District Industries Centres or</p> <p>37.1.1.2. Khadi Village Industries Commission or</p> <p>37.1.1.3. Khadi &amp; Village Industries Board or</p> <p>37.1.1.4. Coir Board or National Small Industries Corporation or</p> <p>37.1.1.5. Directorate of Handicrafts &amp; Handloom or</p> <p>37.1.1.6. Any other body specified by the Ministry of Micro, Small &amp; Medium Enterprises.</p>	<p>Ministry of Micro, Small &amp; Medium Enterprises specifies that MSME having Udyog Aadhaar Memorandum are eligible. Therefore, request that bodies having Udyog Aadhaar Memorandum be considered as eligible for the benefit under this clause.</p> <p>(Ref: <a href="http://www.my.msme.gov.in/MyMsme/Reg/PPP__Home.aspx">http://www.my.msme.gov.in/MyMsme/Reg/PPP__Home.aspx</a>)</p>	<p>Bidder has to submit required certificate for the same from Ministry of Micro, Small &amp; Medium Enterprises.</p>
18	26	46. Payment Terms:	<p>46.1. Payment schedule will be as under: Scanners to be delivered to Circle Office Head office</p> <p>46.1 (c) Warranty-10%-10% of the total cost shall be paid only after completion of warranty period of three years or on submission of Bank Guarantee for equivalent amount by the vendor after releasing 90% of payment Scanners to be delivered to Branches</p> <p>46.1 (c) Warranty-10%-10% of the total cost shall be paid only after completion of warranty period of Three years or on submission of a bank guarantee for equivalent amount by the vendor after releasing 90% payment.</p>	<p>Please confirm is this in addition to clause 40 on page number 23 of this RFP.</p> <p>As per the clause 40 on page number 23 of this RFP, Security Deposit or Performance Bank Guarantee of 10% of the Total value of the contract is sought in the form of DD/Bank Guarantee. Effectively, this leads to retention of 20% of the total contract value with the bank for a duration of more than three years with the bank.</p> <p>This percentage (20%) is very much on the higher side and has a great impact on the cashflow and working capital of the vendor. Clause 40 on page number 23 of this RFP takes care of the concerns of the bank through 10% as Security Deposit or Performance guarantee. Therefore, we request that balance payment be made without any retention at the time of submission of Installation Report duly signed by Bank Officials of the respective branches while claiming the payment.</p>	<p>Bidder has to comply with RFP terms.</p>
19	41	Annexure-3 Eligibility Criteria Declaration Point No. f	<p>Eligibility Criteria: Minimum 1000 Nos. of the Make of Scanners for Cheque Truncation System (not necessarily the model) offered to Bank in this RFP should have been supplied to Banks in India (not necessarily by the bidder).</p> <p><u>Documents to be submitted with RFP:</u> Proof of Orders or reference letter to be submitted.</p>	<p>It is required to submit: Proof of Order or Reference letter</p> <p>We request that this clause be amended to Reference Letter or a Certificate by the OEM that the OEM has 'supplied minimum 1000 numbers of the make of scanners for Cheque Truncation System to Banking, Financial services and Insurance in India'.</p>	<p>Bidder has to comply with RFP terms.</p>



20	41	<p>Annexure-3 Eligibility Criteria Declaration</p> <p>Point No. g</p>	<p><b>Eligibility Criteria:</b> The bidder should have supplied at least <b>1500 Scanners</b> for Cheque Truncation System to Banks in India in last Four years (i.e. from 01/08/2013 to 31/07/2017)</p> <p><b>Documents to be submitted with RFP:</b> The purchase order issued by the Banks should be issued in the name of the bidder.</p>	<p>It is required to submit Purchase Orders issued by the banks in the Name of the Bidder. We request the bank to seriously consider amendment to this clause for the following reasons.</p> <ol style="list-style-type: none"> <li>1. We are distributors in India for less than a year for an OEM who has been supplying Functionally &amp; Technically proven brand of scanners for Cheque Truncation System for Banking, Financial services and Insurance in India for the past several years.</li> <li>2. The Bank is sourcing 450 numbers and seeking an installation base of 1500 numbers for eligibility, which is over twice the requirement.</li> <li>3. This clause severely restricts participation of late entrants in this segment and paves the way for the participation of a few limited well entrenched vendors.</li> <li>4. Thus, by restricting for a few entrenched vendors, the participation is not broad based and will restrict the bank from sourcing the same brand of scanner for Cheque Truncation system at competitive price!</li> <li>5. Further, the limitation -to a few entrenched vendors, may deprive the bank from sourcing technically advanced and superior model of scanner for Cheque Truncation system at competitive prices. Therefore, to broad base the participation and to derive maximum benefit, and to enable the participation of late entrants, we request that the bank amend the requirement of installation base to 100 numbers scanners for Cheque Truncation System to Banking, Financial services and Insurance in India</li> </ol>	<p><b>Eligibility Criteria is modified as under:</b> <b>"Eligibility Criteria:</b> The bidder should have supplied at least <b>500 Scanners</b> for Cheque Truncation System to Banks in India in last Four years (i.e. from 01/08/2013 to 31/07/2017) <b>Documents to be submitted with RFP:</b> The purchase order issued by the Banks should be issued in the name of the bidder."</p>
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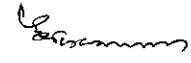
21	50	<p><u>Annexure-10</u> <u>Technical Specifications for Scanners for Cheque Truncation System</u></p> <p>Technical Specification for 50 DPM Scanners for Cheque Truncation System with UV Capability:</p>	<p><b>b. Performance:</b> Minimum 50 DPM</p>	<p>We suggest installation of 100 DPM scanners for Cheque Truncation System with UV Capability.</p> <p>Most of the banks have standardized on 100 DPM scanners. 50 DPM is too slow for the workload at normal branches. There is no benefit of price for 50 DPM with that of 100 DPM scanners.</p>	<p>Bidder has to comply with RFP terms.</p>
22	41	<p><u>Annexure-3</u> <u>Eligibility Criteria Declaration</u></p> <p>Point No. f</p>	<p><b>Eligibility Criteria:</b> Minimum 1000 Nos. of the Make of Scanners for Cheque Truncation System (not necessarily the model) offered to Bank in this RFP should have been supplied to Banks in India (not necessarily by the bidder). <b>Documents to be submitted with RFP:</b> Proof of Orders or reference letter to be submitted.</p>	<p>Plz accept OEM declaration confirming supply of 1000 units of same series of CTS Scannerto any Banksin India.</p>	<p>Bidder has to comply with RFP terms.</p>
23	41	<p><u>Annexure-3</u> <u>Eligibility Criteria Declaration</u></p> <p>Point No. g</p>	<p><b>Eligibility Criteria:</b> The bidder should have supplied at least <u>1500 Scanners</u> for Cheque Truncation System to Banks in India in last Four years (i.e. from 01/08/2013 to 31/07/2017) <b>Documents to be submitted with RFP:</b> The purchase order issued by the Banks should be issued in the name of the bidder.</p>	<p>Kindly revised the quantity supplied to 1000 units either by bidder and OEM as per point F. OEM declaration confirming supply of 1000 units of same series of CTS Scannerto any Banksin India should be sufficient.</p>	<p><b>Eligibility Criteria is modified as under:</b> <b>"Eligibility Criteria:</b> The bidder should have supplied at least <u>500 Scanners</u> for Cheque Truncation System to Banks in India in last Four years (i.e. from 01/08/2013 to 31/07/2017) <b>Documents to be submitted with RFP:</b> The purchase order issued by the Banks should be issued in the name of the bidder."</p>





24	50	<p><u>Annexure-10</u>  <u>Technical Specifications for Scanners for Cheque Truncation System</u></p> <p>Technical Specification for 50 DPM Scanners for Cheque Truncation System with UV Capability:</p>	<p><u>f. Document Specifications:</u>                  Width: Min: 54 mm ( 2.12" ) - Max: 108 mm ( 4.3" )                  Length: Min: 80 mm ( 3.14" ) - Max: 235 mm ( 9.25" )</p>	<p>As per CTS 2010 std : Width: Min: 60 mm- Length: Min: 90 mm                  Is more than sufficient which matches with Indian cheque standard.                  Kindly change it with Width: Min : 60 mm - Length: Min: 90 mm</p>	<p>Bidder has to comply with RFP terms.</p>
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Date: 22/08/2017  
 Place: Bengaluru

  
 Deputy General Manager

