

REF No. GAW/EPC-89/GEN-164/2023

Date: 28.06.2023

RFP No.: RFP/EPC/RMS/02/2023 dated 15.06.2023

Name of the RFP:

Record Management Services for Canara Bank

Advertisement Particulars: Vijaykarnataka and Business Standard both dated 15.06.2023  
 Last date for submission of pre-bid queries by mail 20.06.2023

Date of Pre-bid meeting: 22.06.2023 @ 3.00 PM

Description in RFP document	Clause as per RFP	Clarification Sought	Clarification by the Bank
<p>1 Clause No. 8, Para No. 3, Page No. 14</p>	<p>PRE-QUALIFICATION CRITERIA (MANDATORY) 3. The service provider should have rendered Record Management services of any one of the following during last 5 years as on 31/12/2022 :                      a) At least Rs 33 crores each from 3 similar contracts                      b) At least Rs 42 crores each from 2 similar contracts                      c) At least Rs 66 crores each from 1 similar contract</p>	<p>Sir in India the financial are calculated from April to March therefore, requesting you to kindly take the experience financial years wise instead from Jan to Dec it should be April to March value of contract.</p>	<p>Necessary change is made in the clause. Please refer to corrigendum in Bank's website/ e-procurement portal / <a href="http://www.gerpegov.com/canarabank">www.gerpegov.com/canarabank</a></p>
<p>2 Clause No. 7.10, Page No. 13</p>	<p>TIMELINE: The contract will be for a period of six years (3+3 years). Bank expects the selected Bidder to start the work immediately on signing of the agreement. Bank retains the right to extend the services of the selected Bidder for additional period of 3 years after the six year period at its sole discretion at same commercial terms, as finalized in the contract / agreement to be entered with the selected Bidder or at fresh terms to be mutually agreed upon after the initial contract period.</p>	<p>We request you please modify the existing term of contract period from 3+3 to 5+5 years, as the project is involves a lots of capital at the initial level therefore to protect the break even and best pricing, it should be 5+5 years with provision of further extension on mutually agreed terms. The price escalation should be fixed at least 15% after completion of 5 years of service.</p>	<p>Bank's requirement is for 3+3 years and hence no change.</p>



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3	<p>Clause No. 8, Para No. 5, Page No. 14</p> <p>PRE-QUALIFICATION CRITERIA (MANDATORY) point no. 5:- In the last three financial years i.e. 2019-20 to 2021-22, the Service Provider must have achieved minimum average annual financial turnover of Rs.15 Crores from their record storage services rendered. The net worth as on 31.03.2022 should be positive and should have not eroded by more than 30% in the last three years, ending 31.03.2022. The Service Providers shall submit audited annual accounts of all three years in respect of this requirement.</p>	<p>This is to inform you that to run the RMS Project without issue of cash flow defaults, the bank should check the financial standing of the prospective bidders. For this, the bidders should be asked to submit the CA certificate as per below clause:- In the last three financial years i.e. 2019-20 to 2021-22, the Service Provider have achieved minimum average annual financial turnover of Rs.-15 Crores from their record storage services rendered. The balance sheets have positive net worth in each of last three financial years and should have not eroded by more than 30% in the last three years, ending 31.03.2022. The Service Providers shall submit audited annual accounts of all three years in respect of this requirement to ensure regular cash inflow with the bidder. To carry on the record management activities, the bidder should be earning adequate profit consistently for 5 years. Accordingly, vendor should be net profit after tax earning entity since last 5 years and certificate with net profit details should be submitted with the technical bid.</p>	<p>Bank's specified criteria is final and hence no change.</p>
4	<p>Clause No. 7.1, Page No. 10</p> <p>COLLECTION: The Service Provider will visit different RAHs, MSME Slabbs and branches of the Bank for collection of records in physical form for storage at storage facility in a time bound period which will be decided mutually. The requirement includes the indexing of files and packing of boxes. The boxes for packing should be provided by vendor at its cost. The Service Provider shall carryout related activities on the instructions of authorized person from Bank in writing/mail from Office ID.</p>	<p>Kindly share the addresses of the RAHs, MSME Slabs and branches for collection of records to have better understanding of the distance from the storage site to quote the competitive pricing</p>	<p>It is not possible to share the details at this stage.</p>
5	<p>Clause No. 7.8, Page No. 13</p>	<p>We request Bank to own this activity to get the direct credit from the chemical furnaces or paper mill.</p>	<p>Bank cannot own this activity. Hence no change.</p>
6	<p>Form No.9, Page No.54</p>	<p>We request Bank to fix the % increase after 3yrs</p>	<p>Bank is not in favour of fixing the % increase. Hence no change.</p>



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7	Clause No. 7.8.5, Page No. 13	Destruction / Remittance	Destruction pulp amount to be reimbursed to client.	Name of the RFP: Tender clause remains the same. Hence no change.
8	Clause No. 8, Page No. 36	<p>FALL CLAUSE: 8.1. The BIDDER/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.</p>	<p>We request you to replace this clause with BENCH MARKING Clause. Each year at Customer's request, the Parties will meet to review Iron Mountain's Services and the pricing to ensure they remain competitive with comparable service offerings and the pricing then available in the marketplace for similar services and under similar terms and profiles. Such reviews may include competitive benchmarking, the use of comparative information available from independent third parties (such as consultants and industry publications), and other market based information the Parties deem reasonably reliable and accurate. If the review shows that pricing for a Service offered by Iron Mountain under this Agreement is less favorable than the price or service level for comparable products or services available in the marketplace under similar terms and profiles, the Parties will mutually agree in writing on pricing adjustments, which adjustments will be made only on a going forward basis.</p> <p>The price to a customer is dependent on the scope, quantity, and considering the overall efforts required in execution of the project and the package of services bundled into the RFP and volume of work &amp; pick up locations covered &amp; specifications, etc. Hence no two bids of RMS can be similar and apply to apply comparison is impossible. Therefore, the rates may be lower or higher based on the project scope, quantity and other peculiar factors involved in the operations for a particular customer. Such a clause is insisted where a fixed specification criteria is given primarily for purchase of equipment etc. Hence this clause needs to be deleted from the agreement.</p>	This is as per Govt. guidelines. Hence no change



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9	Clause No. 3, Page No. 6	<p>The Bank intends to outsource the activity of storing and retrieval (Record Management) of non-current Records in Retail Asset Hubs, MSME Sulaahs, branches Pan India. The records outsourced should be protected in terms of Bank's documented policy on storage of old records and access to off-site record storage will be restricted to authorized person only, keeping in view the operational requirements of the Bank. This RFP is for outsourcing the activity of storing, retrieval and destruction (RECORD MANAGEMENT SYSTEM) of non-current records held in Retail Asset Hubs, MSME Sulaahs, branches Pan India. Initially, the agencies shall be finalized for Record Management System services in 5 cities, viz., Bangalore, Chennai, Delhi, Kolkata and Mumbai. Subsequently, the same will be extended Pan India.</p>	<p>What is the timeline for rollout of complete project on pan India level?</p>	<p>Record Management Services for Canara Bank Bank will decide the timeline depending on the feedback and hence cannot give the time line now itself. Hence no change.</p>
10	Clause No. 3, 4, Page No. 6	<p>Technical and Indicative Commercial bids are invited from Service Providers on open tender basis, having storage facility with infrastructure for meeting the operational, administrative and security needs of a Records Storage Centre (hereinafter referred to as RSC) and have experience in implementation of enterprise DMS platform.</p>	<p>We understand that the DMS stands for Document Management Software, kindly clarify whether our understanding is correct?</p>	<p>There should be system of tracking the records. Hence no change.</p>



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11	Clause No. 8, Para No. 3, Page No. 14 The service provider should have rendered Record Management services of any one of the following during last 5 years as on 31/12/2022: a) At least Rs 33 crores each from 3 similar contracts b) At least Rs 42 crores each from 2 similar contracts c) At least Rs 66 crores each from 1 similar contract	In the RMS industry/activities, most of the projects are running since long time and are ongoing projects. To satisfy this condition, we presume that we need to submit the CA certificate in respect of volume of contracts executed/under execution during the required period. Please confirm.	PQ criteria remains the same. Hence no change.
12	Clause No. 8, Para No. 5, Page No. 14 In the last three financial years i.e. 2019-20 to 2021-22, the Service Provider must have achieved minimum average annual financial turnover of Rs.15 Crores from their record storage services rendered. The net worth as on 31.03.2022 should be positive and should have not eroded by more than 30% in the last three years, ending 31.03.2022. The Service Providers shall submit audited annual accounts of all three years in respect of this requirement.	Under Para 8(3), it is mentioned that "The service provider should have rendered Record Management services of any one of the following during last 5 years as on 31/12/2022 : a) At least Rs 33 crores each from 3 similar contracts b) At least Rs 42 crores each from 2 similar contracts c) At least Rs 66 crores each from 1 similar contract " Accordingly, the bidder having higher turnover should only be eligible. Therefore, we suggest that the clause for turnover should be changed as below: - "In the last three financial years i.e. 2019-20 to 2021-22, the Service Provider must have achieved minimum average annual financial turnover of Rs. 50 Crores from their record storage services rendered. The net worth as on 31.03.2022 should be positive and should have not eroded by more than 30% in the last three years, ending 31.03.2022. To ensure credit worthiness and operational stability and financial soundness of the Bidders, it should also be added in the criteria that "The bidders should be profit earning entities and should have earned Net Profit After Tax during the preceding three years as per audited balance sheets of last three financial years i.e. 2019-20, 2020-21 & 2021-22" The Service Providers shall submit audited annual accounts of all three years in respect of this requirement. " This clause is being stipulated by many banks in their various RFP including RMS, as a part of eligibility criteria. Copies of relevant pages of RFP of few banks (BOI-RMS Tender, BOM RMS Tender, BOB RMS Tender & Canara Bank RMD tender 2019 are attached herewith)	PQ criteria remains the same. Hence no change.
13	Clause No. 9.8, Page No. 15 The Service Provider must have ISO 27001:2013 and ISO 9001:2008 certification for Data Security in Service Provider's name. Photocopy of the certificate must be furnished with the Technical Bid.	This project involves DMS. Therefore in addition to the ISO requirements, it is suggested that the Bank should include the CMMI Level-3 for software development & customization and ISO 27701:2019 for Privacy Information Management System. Copies of these certificates should be uploaded with the technical bid.	Tender condition remains the same. Hence no change.
14	Clause No.17.2, Page No. 19 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part	Period of 30 days is too small for a capital intensive project. Therefore, we request that the notice period for termination of contract should be at least 180 days instead of 30 days.	Tender condition remains the same. Hence no change.
15	Form No.7, Page No.51 Certification I Membership from PRISM (Professional Records & Information Services Management)	It should be replaced with i-Sigma as PRISM is obsolete certificate	Form No.7 is modified. Please refer corrigendum.



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16	Clause No. 9.4, Page No. 15	Title of Space acquired by the Service Provider must be legally managed by Service Provider only. Title of space must be clear and it must be free from any encumbrances.	We understand that the space under lease with the service provider will be treated as "Title of space as legally managed by service provider only" under this requirement. Please confirm. Most of the premises taken by the service providers are under Lease only. Alternatively, the clause should be changed appropriately.	Yes: Tender condition remains the same. Hence no change.
17	Clause No. 29.2.1, Page No. 27	All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.	The survival clause should have a limitation. Therefore, we request to change the clause as under:- "All indemnities shall survive 1 years after expiry or termination of the contract and bidder shall continue to be liable under the indemnities and the value of total indemnities will be limited to the equivalent of rental of one year"	Tender condition remains the same. Hence no change.
18	Form No.7, Page No.50	Premises owned by company or under long lease (minimum 9 years)	No lease is taken by anyone for 9 years in business at the initial. All the leases have renewal and Auto renewal clauses. Therefore, this clause needs to be changed as: "The lease should have minimum lock in period of 3 years initially and further renewal clause of the validity period of lease should be available in the lease agreement"	Tender condition remains the same. Hence no change.
19	Clause No.10, Page No. 16	Bid Earnest Money of Rs. 15.00 lakh (Rupees Fifteen Lakhs only) (REFUNDABLE), in the form of NEFT /RTGS/IMPS/UPI/ Account transfer (Account details mentioned in Clause No.4.3 .4.1 ). Proof of which must be submitted along with the Technical offer. This amount will be forfeited if the service provider refuses to accept the work order or having accepted the work order, fails to carry out his obligations mentioned therein. EMD can also be submitted in form of Bank Guarantee (as per Form 11) issued by scheduled commercial Bank other than Canara Bank. No interest will be payable on the Bid Earnest Money amount. The Bid Earnest Money must be submitted along with technical offer. In the event of non-submission of the Bid Earnest Money the proposal will be rejected. The Bid Earnest Money will be refunded to the un-successful bidders only after the completion of the bid process.	We had submitted the EMD in the form of BG in the previous tender for the same services and same BG is valid till now. Therefore, we request you kindly consider the previously submitted EMD for this RFP and if needed, amendments can be made to this tender. Kindly confirm whether it will be considered by the department or need to submit a fresh EMD for this RFP?	EMD submitted in respect of earlier tender (which was cancelled) has been refunded to the bidders.Hence fresh EMD/BG to be submitted along with this tender.Hence no change.



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20	Clause No.9.2, Page No. 15 B, Form 7, Page No. 51	Records Storage Facilities across India each, with minimum 10,000 square feet area and 40,000 cubic feet storage capacity, at least 15 locations PAN India within geographical boundary of Bank's Circle Offices as provided in Form 8 (Maximum 5 points)	<p>At page no. 15 it is mentioned OR but at page no. 52 it is mention AND instead of OR.</p> <p>There are conflicting clauses.</p> <p>We presume that it is typo error and it should be "OR" instead of "AND". Kindly clarify.</p> <p>We understand that " for creation of additional facilities and/or at place where facility is not available" an affidavit would be needed to be submitted along with the technical bid; please confirm?</p>	<p>Record Management Services for Canara Bank Form No.7 is modified . Please refer corrigendum.</p>
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