Reply to Pre-Bid queries received from banks for collectioin of Cash/Cheque for SDMC

Bidder's Request for Clarification				
HDFC Bank Limited				
S.no.	Bidding Document Reference (Number/Page)	Content of RFP requiring clarification	Point of clarification required	
1	Pg 8/4.2 Background.	Daily Cash receipt	What is the amount of LDN received daily?	Already provided in the background note of RFP clause 4.2
2	Pg 8/4.2 Background.	Daily Cash receipt	What is the %age of outstation cheques.	Negligible
3	Pg 8/4.2 Background.	Daily Cash receipt	What is the % of cheques getting dishonoured & returned.	The query is hypothetical. In the previous financial year it was around 1.2%.
4	Pg 8/4.2 Background.	Zonal Treasuries are manned by Employees of South DMC but CSB's are control of IT Department of South DMC and are outsourced to service providers	Who would be the authorized personnel designated by SDMC in case of collections from CSB's? Will it be employees of service providers? (Tech Mahindra)	Administrative Officer of the Zone or his Authorised Representative
5	Pg12/ 5.10	Experience certificate of handling not less than 10,000 cheques per month	We request that a self declaration signed by the authorised signatory of the bidder be accepted as evidence for this criteria	As per exhibit 8 (Annexure) to the RFP
6	Pg12/ 5.10	An experience certificate from agency	Kindly clarify which agency?	Already provided in the RFP with Annexures
7	Pg 15/ 5.18	Performance Security	can this be of a lesser value ?	RFP Condition will prevail
8	Pg 15/ 5.18	Performance Security	Since we are a public listed bank, we request that if we win the bid, BG from our bank also be accepted as performance security	Yes
9	Pg 16/5.19	Changes in Banks constitution to be intimated.	We request that the clause be dropped from the RFP document	Condition in the RFP will prevail
10	Pg 17/5.24	Taxes and Duties - Rates are inclusive of all taxes/ duties.	We request that the format provided for quoting the commercials should be exclusive of taxes and levies. The taxes and levies should be applicable as per the rates at the time of invoicing as these vary from time to time	As per the Financial Bid Format at Exhibit 9 there is no bearing of any tax/levies. Clause 5.24 is general terms of contract.

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11	Pg 17/5.25.3	The Selected Bank should provide daily customized MIS report as required by Organization	Kindly clarify the format of the report to be delivered.	As in the past, it will be decided with the Selected Bank in mutual consultation.
12	Pg 17/5.25.4	Monthy reconciliation of the same in soft as will as hard copy by 7th of next month.	We reqeust that only soft copy be made mandatory for submission on monthly basis	Preferrably soft copy and hard copy will be requisitioned as and when need arises.
13	Pg 17/5.25.4	Monthy reconciliation of the same in soft as will as hard copy by 7th of next month.	what are other documents/supporting records required additionally.	detail of dishonoured instruments etc.
14	Pg18/5.25.5	Penalty of Base rate +2%	We request clarification on the base rate that would be considered for calculation of penalty	Base rate represents Base Rate fixed by RBI
15	Pg 19/6.3.4	In case of same financial quotes by 2 or more banks, work to distributed.	We request the authorities to consider a second criteria that may be used for selection of winning bidder in case of a tie on financial bid between 2 or more banks. This would ensure that the financial viability of the engagement is retained which will not be possible in case of a split contract between two of more bidders	As per the RFP.
16	Pg 7/ 4.0	Request for proposal for selection of service provider bank for cash collections, money transfer and other allied services	We are assuming that the services are pertaining to only Cash/ Financial Instrument Collection Services. Kindly confirm	Yes
17	Pg 10/ 5.1.4	Contract Period	Currently we understand that the contract is for 2 years and can be extended on a yearly basis for 3 consequitive years with consent from the authorities. We request that the extension be with mutual consent of the authorities and the winning bidder	Yes, with prior consent of the bank.
18	Pg 18/ 5.22	Indemnity Clause	We request that the Indemnity clause be modified to limit the capping on the maxmimum liability for the bank.	As per RFP

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19	Pg 29	Draft Agreement	We request that the jurisdiction for any disputes be defined in the agreement draft. We propose the same to be Delhi	As provided in clause 5.20 of RFP documents
20	Pg 29	Draft Agreement	We request that a clause provisioning for termination for convenience by either of the parties be added to the agreement draft. Additionally, we request the authorities to kindly define 'Material Breach' as defined in the contract agreement.	RFP Condition will prevail
21	Pg 10/ 5.2.1	Confidentiality	Clause 5.2.1 is not specifying any name of authority; the term is not defined. We request the authorties to define the 'Law enforcement Authority' in the agreement	As per RFP conditions
22	Pg 11/ 5.6.3	Bidders may also see DMC act, 1957 and Bye laws framed there under. in case of any conflict with the RFP the DMC Act will prevail.	This restricts the overall scope of the Bank as to the RFP, since the clauses of the RFP can be adversely affected by the DMC Act. If a clauses changes with respect to the DMC act may adversely affect the clauses mentioned in the RFP. Request the authorities to reconsider this point.	As per RFP
23	Pg 17/ 5.20	Settlement Of Disputes	We are assume that the commissioner will have the final right to adjucate. We request that the rights to adjududication should rest with a mutually appointed arbitrator by the two parties	As per the RFP
24	Page# 7 Point # 4.2	Annual Revenues	Annual Revenures shared are for FY 18-19. Please share the figures for FY19-20 also for assessing the business potential	Similar to 2018-19.

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25	Page # 7 Point # 4.2.9	Zonal Treasuries & CSBs	Zonal Treasuries are manned by SDMC staff but CSBs are managed by IT Dept. and outsourced to Tech Mahindra. Please advise the relevance of this in banking arrangements and requirements	Already provided at 4 above.
26	Page # 7 Point # 4.2.9	Modes of Collection	In current model of collections, SDMS accepts Cash upto Rs 2000/- and cheque / DDs / POs above Rs 2000/-. Can we offer structured collection solution for RTGS/NEFT through virtual accounts.	Already prevailing in SDMC
27	Page # 7 Point # 4.2.9	Volume of Cash and Cheques	RFP provides the details of Collected Amount in FY 18-19. Please share following details also for FY18-19 and FY19-20: 1) No of cheques/ DD/PO deposited 2) No of Cheques returned 3) No of Cash Transactions 4) Centre-wise Cash collection amount and transactions	Available information has already been provided in the background note of RFP clause 4.2
28	Page # 7 Point # 4.2.9	Cash Handling	Request clarity on Cash handling: 1) Counting / verification arrangements 2) Counting machines availability at collection centres	Will be finalised with the selected bank
29	Page # 22 Exhibit 3	Designated Branches for collections	Bank will collect Cash and cheques from collection centres of SDMC for deposition at designated branches. There will not be any direct deposits in Bank branches by SDMC officials / staff or its customers. Please confirm on the understanding.	No. but will be considered in future.

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30	Page # 26 Exhibit 6 A1	Reports	1) Does SDMC provide soft file of depositor details to Bank with Bill No. or only hard copy of deposit slip with all details is provided along with cheques 2) For Cash and Cheque collection, deposit slips are provided at depositor level individually or consolidated. Please clarify	1. No 2. As per banking requirement.
31	Page # 26 Exhibit 6 A2	Reports	Bifurcation of Cheque, DD, PO is required separately or it can be clubbed and provided for Cash and Cheque only. Mode of payment i.e. Cash or Cheque(Fund Transfer and Clearing) can be communicated in A1 report against each transaction. Please advise for separate requirement of A2 report with Cheque/DD/PO to be reported under cheque only.	Condition in the RFP will prevail
32	Page # 26 Exhibit 6	Reports	Mode of daily reporting is through Email and Monthly in hard copy. Hard copy MIS is required or consolidated monthly MIS can be provided through email.	As per RFP

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33	Page 28 Exhibit 7	Draft Agreement	SDMC will sign only this draft agreement or Bank's standard setup documents for Cash, Cheque collections under Doorstep Banking Services and RTGS/NEFT, if implemented. Bank's agreement drafts are attached for reference. Below are the list of documentation. 1. Board Resolution from the Company for availing the Doorstep Banking Services from HDFC Bank. 2. Application on the letter head of the Company. 3. Terms & conditions - on Rs.600 stamp paper or franked for Rs.600/- value (Franking Date should be later than the date on the offer letter) 4. Process Guidelines 5. Self attested copy of the PAN Card of the company. 6. Declaration for acceptance of cash deposit of Rs. 10.00 lacs and above 7. Client profile 8. Address proof of the pickup location 9. Indemnity for fake & soil notes on Rs.600/ stamp paper (Franking Date should be later than the date on the offer letter) 10. CMS Client Profile & T&C to be executed	As per RFP Document
35	Page # 29 Point 1.6	Draft Agreement - Settlement to SBI	Clause mentions transfer of funds on T+.....days. Understand that days will be Bank's working days as counted here. Please confirm	Yes

Standard Chartered Bank				
01	Page 2	**Clause 1.10**The Bidder should declare information regarding any Litigation, if any, in which the Bidder is involved regarding the similar nature of work	Is there a specific format for the same which SDMC will provide or we can give it in our own format.	The bidder can give it in his format

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02	Page 5	**Clause 3.17** Request for Proposal (RFP)" shall mean this Document inviting the submission of Detailed Technical cum Financial Proposal for selection of Service Provider Bank(s) for Collection, Money Transfer & other allied Services for SOUTH Delhi Municipal Corporation.	Need to have more clarity on Allied Services.	Allied Service means submission of required MIS to be provded by the bank, which will be finalised in consultation with the bank.
03	Page 12	**Clause 5.10** Non-Litigation Certificate with regards to similar work/activity.	Is there a specific format for the same which SDMC will provide or we can give it in our own format.	Replied in querry No.1 above
05	Page 17	**Clause 5.25.1**The Selected Service providing Bank should collect the Cash, Money Transfer etc on daily basis, without any default, from all the present 10 Collection Centres and any addition thereof.	Clarity required on Money Transfer .Details(Complete Address) of all locations required for Cash and Cheque Collections along with PIN Codes. Also, what are the timelines for transfer of funds from Service providing bank to designated SBI account of Commissioner, SMDC. **Definition of T in this Case.**	Already provided in Background note of RFP
06	Page 17	**Clause 5.25.2**The time of collection of the same should be between 03:00 pm to 05:00 pm.	Is there a flexibility of timings apart from the mentioned timings.	As per RFP clause 5.25.2
07	Page 17	**Clause 5.25.4**The Selected Bank should provide Monthly Reconciliation of the same in Soft as well as Hard Copy by 7th of the next month along with necessary supporting Documents/records.	Any particular format in which reconciliation is has to be provided.	Will be finalised with selected bank after discussion
08	Page 18	**Clause 5.25.7**Various customized MIS Reports to be generated by the Bank. To comply the instructions of the SOUTH DMC, if any changes/modifications/upgradations/ installation of new Software are required by the Service Provider, no cost will be paid by the SOUTH DMC. The expenditure shall be borne by the Service Provider.	What all reports are required to be provided. Is there a need for integration also.	Integration is not required.
09	Page 24	**Exhibit-4 Anti Collusion Certificate**	Has this to be provided on Letterhead and who can sign the same.	On letter head with sign and seal of authorised signatory.
IndusInd Bank Ltd				
1	Page No: 6	Point No:4 Transfer of Funds	Bank has to open an account (CA) for the department for the settlement of transactions.	Yes

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2	Page No:7-8	Point No 4.2 Background & Modes of Collection	• Details of daily or monthly average no of Cheques per pickup point and daily/monthly avg. Cash pickup per point.	Already provided in Background note of RFP
			• Is there any cycle during the month where cash/cheque volumes are in peak and Non-peak days.	March to June are peak days
			• No of cheque bounces in total cheque collection.	around 1.2%
			• Sealed bag Pickup or counting & verification is also required. In case of sealed bag arrangement, what will be the process on Cash counterfeit/shortages found. Counterfeit notes would be impounded and for such cases the value credit passed would be recovered from SDMC account next day both for shortages or counterfeit.	As per banking norms
			• Does locations have cash counting & verification machine, will that be allowed during pickup for our vendor.	No
			• Pickups required only on bank working days and banking hours only or on holidays also.	Also on some holidays in the month of March and June
			• Please provide number of individuals/entities from whom collection is being done at 10 collection centres.	Single entity/individual at every collection point
	Pg No.17 Point 5.25.4	Point 5.25.4 Obligations of the bidder	• Is there any technical integration expected between SDMC and Bank for sending MIS or all MIS would be sent on email. If sent on email do SDMC have any regulation of password protection on attachments.	No

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	Infrastructure & Experience of the bank	• Clarity on Cash Van owned/ outsourced- We need to appoint an agency for Cash/ Cheque Pickup, SDMC will count the same under owned/outsourced, as bank will own all responsibilities regarding vehicle (either owned or outsourced) deployed for collection.	Bank will own all responsibilities and SDMC will deal with bank only
Page No: 34 Under Technical sheet Annexure -A , Sr. No 1& 2		• Experience of the bank as Service Provider in Govt. organisation in Delhi in Cash/ Cheque/ IPO Collection and subsequent money transfer- experience of Central/ State PSU entities in Delhi and Govt. Organisation/Central/ State PSU will also be considered.	As per RFP.
		• Performance Security Deposit & Bank Guarantee: No mention of treatment of SD & BG. How they will return SD/BG to Bank in case of performance being satisfactory throughout 2 years?	Already provided in RFP Clause 5.18
		• (5.20) No arbitration clause. Disputes are be resolved only by SDMC authority (Commissioner).	

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Page No:15-18, Point No:5.18, 5.20,5.23 & 5.25.5	Performance Security, Settlement of disputes, Force Majeure &Obligation of the bidder	• (5.23) scope of Force Majeure is limited. It does not contain words 'beyond reasonable control'. also does not cover present Covid19pandemic. Need to mention Pandemic clause in the agreement. Where bank may not be able to gives services under obligation for cash /cheque pickup and onward credits on time as agreed due to Covid like scenarios where there are several factors which may come hampering Bank obligation of services like pickup staff not reported, pickup place is in red zone and police of govt authorities don't allow to visit client premises, cash pickup made however the Bank branch are closed delaying the deposit for a day.	As per RFP clause 5.23
		• (5.25.5) Bank liable for penalty for delay @ Base rate of RBI + 2% (per week/ per month / per annum not stated)	for the delayed period in actual days
Page No 24: Point No-7	Clause 2 of Exhibit 4	• Mutual Exit clause need to define for Banks during proposed services. No exit clause available for Bank during proposed 2 years of services.	RFP condition will prevail
		• Compliance with Clause 2 of Exhibit 4-specimen of anti-collusion certificate to be ensured by informing all the applicable vendors and agents of the Bank, Pls clarify.	Already mentioned in Exhibit 4
		• Agreement be executed upon terms and conditions mutually acceptable to both parties. (Clauses which are favourable to both parties).	As per RFP document.

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