

RFP						
Supply, Installation, Maintenance of Cash Dispenser and providing Managed & Cash Replenishment						
Sr. No.	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions	Bank's reply
1	50	Technical Requirement	1. Processor and Hardware	1.1- Intel core i3 Processor with 2.2 GHZ, 4MB cache and 8th generation or above.	Non-Supply of Consumables penalty is too high, we request bank to reduce it to Rs.200 Per day Per Cash Dispenser.	No change in RFP clause
2	50	Technical Requirement	1. Processor and Hardware	1.5- DVD Writer	We request bank to remove this requirement as it is not used in ATMs.	Change accepted
3	50	Technical Requirement	1. Processor and Hardware	1.6- 101Keys Keyboard (optional)	Our machine all function driven through menu based touch screen , so we request the bank to kindly remove this requirement	No change in RFP clause
4	52	Technical Requirement	5.Cash Dispenser	5.18- Compliance to RBI's Note Authentication and fitness sorting parameters	Would Request Bank to delete this clause as this is Recycler Facility.	Clause removed from RFP
5	36	Penalty Terms	i. Penalty for Delay in commissioning	If the bidder fails to complete the delivery, installation and commissioning within the said period, then liquidated damages @ 5% of the Cash Dispenser Price will be charged for every week's delay subject to maximum of 10 % of the Cash Dispenser Price.	We request the bank not to up penalty for delivery and installation. If the vendor fails to complete the delivery, installation and commissioning within the said period, then liquidated damages @ 1% of the Cash Dispenser Price will be charged for every week's delay subject to maximum of 5 % of the Cash Dispenser Price.	No change in RFP clause
6	36	Penalty Terms	iii. Penalty for non-supply of consumables/ Low quality consumables:-	Penalty of Rs.1000/- per day per Cash Dispenser will be deducted towards non-supply of consumables as reported by the branches/offices. In case the Bidder supplies low-quality consumables in the Cash Dispenser and if it is reported that the functioning of the Cash Dispenser machine is problematic due to low-quality consumables utilized in the Cash Dispenser, the bank will impose a penalty @ Rs.1000/- for each Cash Dispenser per instance per day till the consumables are replaced.	Non-Supply of Consumables penalty is too high, we request bank to reduce it to Rs.200 Per day Per Cash Dispenser.	No change in RFP clause
7	36-37	Penalty Terms	iv. Cash Out Penalty shall be charged as under: If any Cash Dispenser/ ATM is having cash less than Rs.1.00 Lakhs it will be treated as Cash Out.	(i) Rs.1000/- per endpoint up to 3 hours. In case the cash out extends beyond 3 hours, then Rs.1000 for each hour. (ii) Additional Rs.5000/- if cash out continues beyond 12 hours, for each block of 4 hours.	We request bank to consider Rs 250 per endpoints upto 3hrs. In case cash out extends to beyond 3hrs. then Rs. 500 for each hour. Additional Rs. 2000, if cash out continues beyond 12 hours for each block of 4 hours. We request bank to consider amend the penalty, overall including all penalty is very high for cash out services.	No change in RFP clause
8	50	1.1	Annexure-R: Format For Technical Evaluation	Intel core i3 Processor with 2.2 GHZ, 4MB cache and 8th generation or above.	Requesting bank to consider Intel i3 6th generation processor as it is sufficient for Seamless operation of ATM with Win10 OS.	No change in RFP clause
9	50	1.7	Annexure-R: Format For Technical Evaluation	Bidder should provide Cash Dispensers with latest OS (In case of Windows, the same should be Windows 10 or higher Operating System and In case of RHEL, the same should be latest version with latest service) . Bidder is responsible to upgrade the OS of Cash Dispensers or higher version before expiry of extended support at no additional cost during both warranty and AMC period. Further, Bidder should ensure that on upgradation, there should be no disruptions of service and no performance related issues faced.	Requesting bank to change this clause as OS upgrades at end of life will be done at mutually agreed cost.	No change in RFP clause
10	51	3.5	Annexure-R: Format For Technical Evaluation	EMV software on Chip Card access that Bank can implement on the machine upon enabling interbank deposit and /or cash withdrawal by activating Cash Dispenser	Requesting bank to remove interbank deposit as this is cash dispenser	Clause Revised as under:- EMV software on Chip Card access for cash withdrawal in Cash Dispenser
11	51	3.7	Annexure-R: Format For Technical Evaluation	Contactless Card integration	Requesting bank to clarify whether bank expects Contactless card integration capability or the hardware to be present from Day one.	Contactless card integration capability is required
12	51	4.4	Annexure-R: Format For Technical Evaluation	Rugged spill proof Triple DES enabled keyboard with stainless steel EPP pin pad keys, EPP pin pad to be PCI Compliant with sealed metal keypad.	Requesting bank to remove Stainless steel from the clause as different manufacturer use different materials, how ever it is manufactured in accordance to PCI and other regulations.	Please refer Revised Annexure R in Corrigendum.
13	52	5.1	Annexure-R: Format For Technical Evaluation	Capacity to dispense at least 10 notes per second.	Requesting bank to consider dispensing speed of 6 notes per second	Capacity to dispense at least 8-10 notes per second
14	53	10.5	Annexure-R: Format For Technical Evaluation	Customer receipt should mention serial no and denomination of impounded notes if any.	Requesting bank to remove this clause as cash retraction is disabled currently. Impound function is recycler functionality and not applicable on CD's	Please refer Revised Annexure R in Corrigendum.
15	53	10.7	Annexure-R: Format For Technical Evaluation	Support centralized EJ pulling. Serial no of all notes should be available with EJ or stored separately and made available as and when required.	Request bank to remove "Serial no of all notes should be available with EJ or stored separately and made available as and when required" as this is Recycler functionality	Please refer Revised Annexure R in Corrigendum.
16	54	13.2	Annexure-R: Format For Technical Evaluation	Bidder to demonstrate proof of concept about Cash Dispenser software being capable of supporting all the applications currently developed for the Bank such as Cash Dispenser Locator, Railway ticketing, Campus fees payment, Mobile Recharge & other Utility Bill Payments	Request Bank to provide more details about Cash dispenser Locator	Please refer Revised Annexure R in Corrigendum.
17	56	3.4	Annexure-R: Format For Technical Evaluation	The solution should allow for the remote user management.	Request bank to remove this clause as ATMs has predefined users along with roles and has dynamic password.	Please refer Revised Annexure R in Corrigendum.
18	56	3.5	Annexure-R: Format For Technical Evaluation	The solution should support online and offline password management.	Request bank to remove this clause as users are managed with dynamic password.	Please refer Revised Annexure R in Corrigendum.
19	56	3.7	Annexure-R: Format For Technical Evaluation	The solution shall allow remote management of user credentials according to strong password and industry requirements.	Request bank to remove this clause as users are managed with dynamic password.	Please refer Revised Annexure R in Corrigendum.

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20	57	3.8	Annexure-R: Format For Technical Evaluation	The solution shall allow an administrator to define different roles for various users & groups and assign each of them specific user rights.	Request bank to remove this clause as ATMs has predefined users along with roles and has dynamic password.	No change in RFP clause. Access to the machine should be provided through TSS which should have different users with specific rights.
21	29	39	Payment Terms	b) 100% of the value of the Cash Dispenser will be paid within 30 days after successful commissioning. The payment will be made on receipt of the invoices along with installation report and acceptance certificate duly acknowledged by Bank of Maharashtra subject to submission of Performance Bank Guarantee	Request to add the clause - Incase of installation is delayed beyond 30 days from the date of delivery of machine at site due to Bank dependency, then it should be considered as deemed installed and Bank should release 100% payment within 7 days.	No change in RFP clause
22	30	40	Implementation (Delivery, Installation and Commissioning)	The Bank reserve rights to staggers the deliveries depending upon readiness of sites at various locations. The Bidder shall be responsible for delivery, installation, Commissioning of the Cash Dispensers ordered at all the sites and for making them fully operational at no additional charge within 8 weeks from the date of delivery instruction for locations. Bidder is required to obtained necessary road permits wherever required. However Bank will provide any letter, if required by bidder to carry out the task.	Request to modify the clause as - The Bank reserve rights to staggers the deliveries depending upon readiness of sites at various locations. The Bidder shall be responsible for delivery, installation, Commissioning of the Cash Dispensers ordered at all the sites and for making them fully operational at no additional charge within 10 weeks from the date of delivery instruction for locations. Bidder is required to obtained necessary road permits wherever required. However Bank will provide any letter, if required by bidder to carry out the task.	No change in RFP clause
23	36	61	Penalty Terms	i. Penalty for Delay in commissioning If the Bidder fail to complete the delive, Installation and commiioning within the said period, then LD @5% of the cash Dispenser Price will be charged for every week' delay subject to maximum of 10% of the cash Dispenser Price	Penalty should not be levied if the delay is due to Bank dependency.	Penalty will not be levied if delay is due to Bank Dependency.
24	27	33	33. Eligibility Criteria	Bidder should have experience in deployment and handling managed services of ATM / CD/ BNA / Cash Dispensers Managed Services in India for at least 2000 ATM/ CD/ BNA/ Cash Dispensers of PSU/ Non-PSU scheduled commercial Banks for the last one year from the date of issuance of this RFP. The Bidder should submit Implementation Certificate / Reference letter from the organization as documentary proof.	We request the bank to change this to "Bidder should have experience in deployment and handling managed services of ATM / CD/ BNA / Cash Dispensers Managed Services in India for <u>atleast 1000 ATM/ CD/ BNA/ Cash Dispensers</u> of PSU/ Non-PSU scheduled commercial Banks for the last one year from the date of issuance of this RFP. The Bidder should submit Implementation Certificate / Reference letter from the organization as documentary proof." Or We request the bank to change this to "Bidder should have experience in deployment and handling managed services of ATM / CD/ BNA / Cash Dispensers Managed Services in India for <u>atleast 2000 ATM/ CD/ BNA/ Cash Dispensers of PSU/ Non-PSU scheduled commercial Banks as on the date of issuance of this RFP</u> . The Bidder should submit Implementation Certificate / Reference letter from the organization as documentary proof."	No change in RFP clause
25	28	33	33. Eligibility Criteria	l) Either Cash Dispenser manufacturer or their authorised distributor in India can directly Bid in the tender but both of them cannot bid for the same make.	We request the abnk to allow the multiple bidders to quote the same OEM.	Yes, Multiple bidders can quote for the same OEM.
26	69	92	Annexure-K: Performa for BID Security Declaration	This has reference to your RFP for Supply, Installation, Implementation, Integration and Maintenance of MIS, RBI ADF, RBI ADEPT and RBI CIMS Project in your Bank.	This seems like a typo. We request the bank to rectify this	Please refer revised Annexure-K in corrigendum.
27	50	1.1	Processor and Hardware	Intel core i3 Processor with 2.2 GHZ, 4MB cache and 8th generation or above.	Request to modify the clause as - Intel core i3 Processor with 2.2 GHZ, 4MB cache and 6th generation or above.	No change in RFP clause
28	50	1.2	Processor and Hardware	8 GB DDR3 RAM or higher	Request to modify the clause as - 4 GB DDR3 RAM or higher	No change in RFP clause
29	50	1.3	Processor and Hardware	2x 1 TB IDE/SATA HDD (Minimum)	Request to modify the clause as - 2x 500 GB IDE/SATA HDD (Minimum) 500 GB space will be sufficient to hold all the data and the transaction images for a period of six months.	No change in RFP clause
30	50	1.5	Processor and Hardware	DVD Writer	Request to remove this clause as secure backup can be taken through USB drives	Clause removed from RFP
31	50	1.7	Processor and Hardware	Bidder should provide Cash Dispensers with latest OS (In case of Windows, the same should be Windows 10 or higher Operating System and In case of RHEL, the same should be latest version with latest service) . Bidder is responsible to upgrade the OS of Cash Dispensers or higher version before expiry of extended support at no additional cost during both warranty and AMC period. Further, Bidder should ensure that on upgradation, there should be no disruptions of service and no performance related issues faced.	Request to modify the clause as - Bidder should provide Cash Dispensers with latest OS (In case of Windows, the same should be Windows 10 or higher Operating System and In case of Linux OS, the same should be latest version with latest service) . Bidder is responsible to upgrade the OS of Cash Dispensers or higher version before expiry of extended support at no additional cost during both warranty and AMC period. Further, Bidder should ensure that on upgradation, there should be no disruptions of service and no performance related issues faced.	Change Accepted

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32	52	5.5	Cash Dispenser	2 x Double Pick Module and 4 cassettes with lock and key	Request to modify the clause as - 2 x Double Pick Module and 4 cassettes with secure tag. Bank can use the secure tag in the cassettes instead of lock and key. Using a secure tag will provide ease of operation to the custodian / CRA. Secure tags also help in eliminating the operational issues like key management, lost key etc.	Clause Revised as under:- 2 x Double Pick Module and 4 cassettes with lock and key/ Latch/Secure Tag.
33	52	5.10	Cash Dispenser	Capacity to dispense at least 10 notes per second	Request to modify the clause as - Capacity to dispense at least 4 notes per second or above	Capacity to dispense at least 8-10 notes per second
34	52	5.18	Cash Dispenser	Compliance to RBI's Note Authentication and fitness sorting parameters	Request to remove this clause. Not applicable to cash dispenser.	Clause removed from the RFP
35	54	12.3	Interface for banking Software & ATM switch connectivity	Cash Dispenser should be preloaded with CEN XFS 3.0 compliant layer and should be capable of running multi-vendor software	Request to modify the clause as - Cash Dispenser should be preloaded with CEN XFS 3.0 compliant or equivalent layer and should be capable of running multi-vendor software	Change Accepted
36	60	86	Annexure-E: Manufacturer's Authorization Form (MAF)	We confirm that our company (as a single unit, not the group) has had a turnover of at least Rs 100 crores of last three financial years (i.e. 2017-18, 2018-19 and 2019-20). We also confirm that we made profit in ___ years in last three financial years.	As an MSP we will be bidding this RFP and OEM will be providing MAF to us, please confirm this paragraph from MAF is not applicable to OEM in our case.	Turnover/Profit criteria removed from MAF. Please refer Revised Annexure E in Corrigendum.
37	84	4.2	Screen specifications	Touch Screen Specifications: IP65 rating	Request to modify the clause as - Industry Standard Protective Touch Screen	Change Accepted
38	86	5.15	Cash Dispenser	The machine should have capability to recognize the year of issue of the currency and should be able to be configured in such a way that while currency printed in or upto a certain year may be accepted (or rejected) by the machine, it may not be dispensed	Request to remove this clause. Not applicable to cash dispenser.	Clause removed from the RFP
39	86	5.17	Cash Dispenser	Cash Dispenser must pass the test to identify the year of issue of the Indian Currency Note with 100% accuracy in single test.	Request to remove this clause. Not applicable to cash dispenser.	Clause removed from the RFP
40	86	5.18	Cash Dispenser	Foreign object detection in the cash dispenser	Request to remove this clause. Not applicable to cash dispenser.	Clause removed from the RFP
41	86	5.21	Cash Dispenser	Compliance to RBI's Note Authentication and fitness sorting parameters	Request to remove this clause. Not applicable to cash dispenser.	Clause removed from the RFP
42	12	Viii	SCOPE OF WORK FOR ONE TIME COMBINATION LOCK (OTC) SOLUTION	Need clarity	Enabling provision for dual custody of ATM with two different teams is a risk.	Custody of ATM will be with Bank only. Bidder is to provide OTC solution and support for day to day operations.
43	13	Vi	AMC & First Line/Second Line Maintenance of equipment's at Cash Dispenser sites (SLM) during the period of contract	Camera images for 6 months	Its beyond the dispute resolution timeline of RBI, suggest to keep it at 3 months to control cost of storage and handling	Change Accepted
44	13	Vi	AMC & First Line/Second Line Maintenance of equipment's at Cash Dispenser sites (SLM) during the period of contract	Financial loss to be borne by bidder	This needs to be re-considered as the onus of loss will arise from Reconciliation and not basis the image availability, recommend only penalty for non-availability of images.	No Change in RFP Clause. Financial loss for reasons attributed to the bidder will be borne by the bidder.
45	7	3.1	Two Bid System Tender	The bidder will also submit copy of the RFP duly stamped and signed on each page by the authorized official of the bidder's company.	The terms of the agreement will be mutually discussed and agreed between the parties.	No Change in RFP Clause
46	7	3.3	ENVELOPE-II (Commercial bid):	The prices quoted in the commercial bid should be without any conditions. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the RFP either with the technical or commercial bids submitted. These two envelopes containing the Technical bids and Commercial bid should be separately submitted. Please note that if any envelope is found to contain both technical and commercial bid, then that offer will be rejected outright.	The terms of the agreement will be mutually discussed and agreed between the parties.	No Change in RFP Clause
47	8	V			Request the Bank to clarify whether only offsite ATMs to be managed by the bidder for Cash loading. Also confirm, if compliance to RBI MHA & CC swap needs to be included as these are RBI/MHA notifications.	Yes the cost of cash management to be quoted by the bidder should include the cost for implementation of MHA & RBI guidelines on Cassette Swap.

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48	8	4. Scope of Work/ 2.	4. Scope of Work	The Cash Dispensers proposed for deployment under this RFP shall comply with RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines. In future if RBI or any other regulatory authority issues guidelines for Page 9 of 101 development / implementation of more options in regional languages, the same should be provided to the bank 'without any additional cost' under warranty period. Post warranty period, i.e. during AMC period, it will be done on mutually agreed terms.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory changes and future changes from Card Network, NPCI rules/requirement changes and corresponding impact/changes to be done to the services thus Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations and Card Network/NPCI rules/requirements shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	No Change in RFP Clause
49	9	4.6	Scope of Work	The Cash Dispenser to be supplied & installed must be new (not refurbished) with 1) Biometric function ready to use, 2) with Anti-skimming device and 3) EMV complied	Bank to build infrastructure with third party biometric OS provider for encryption key download also bank should provide network infrastructure for the same. ATMs provided by bidder will have biometric capability	No Change in RFP Clause
50	9	4	Scope of Work	The Cash Dispensers proposed for deployment under this RFP shall comply with RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines. In future if RBI or any other regulatory authority issues guidelines for development / implementation of more options in regional languages, the same should be provided to the bank 'without any additional cost' under warranty period. Post warranty period, i.e. during AMC period, it will be done on mutually agreed terms.	While Bidder agrees to comply with all applicable RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all applicable RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No Change in RFP Clause
51	9	4	Scope of Work	Bank is proposing to procure 500 nos. of Cash Dispenser which may increase or decrease by 25%. The rate quoted should be valid for two years from the date of first purchase order. Bidder will be responsible for supply and installation of Cash Dispenser as per Technical Specifications given at Annexure-D.	Price is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX, thus, in case of any changes to any of the above components, same will have implication on price. Hence, we request Bank to factor above components which is critical for price finalisation and amend the clause accordingly.	No Change in RFP Clause
52	9	7	Scope of Work	The bidder shall be responsible for implementation of TSS (Terminal Security Solution) covering various control measures as per the RBI/IBA/NPCI/VISA/MASTER/PCI-DSS any other statutory authorities guidelines including Hard Disk encryption, whitelisting, disabling USB ports, disabling auto run facility applying the latest patches of OS, other software, time based admin access, BIOS passwords etc. The TSS solution should be Client-Server Architecture whose management has to be done entirely by the bidder without any extra cost to the Bank.	While Bidder agrees to implement TSS (Terminal Security Solution) covering various control measures as per the RBI/IBA/NPCI/VISA/MASTER/PCI-DSS any other statutory authorities guidelines existing as on date of submission of bid, it is not possible for the bidder to envisage any change in such requirements in future and corresponding changes to be done to the Services. Thus Bidder requests that bidder should be liable for implementing TSS (Terminal Security Solution) covering various control measures as per the RBI/IBA/NPCI/VISA/MASTER/PCI-DSS any other statutory authorities guidelines date of submission of bid and compliance to any change such requirement shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No Change in RFP Clause
53	9	9	Scope of Work	The Bidder should provide end to end solution and implementation, including server/switch application component (without any additional cost to the Bank) suitable for visually challenged persons (with audio support) for all above Cash Dispenser in English, Hindi, Regional languages. In future, if RBI or any other regulatory authority issues guidelines for development / implementation for more options in regional languages, the same should be provided to the Bank without any additional cost. The Cash Dispenser should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, function keys based voice guidance support with internal speakers & jack. The Bidder should also participate in the testing and end to end implementation and rollout without any additional cost to the Bank.	While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No Change in RFP Clause
54	9	4. Scope of Work/ 9.	4. Scope of Work	In future, if RBI or any other regulatory authority issues guidelines for development / implementation for more options in regional languages, the same should be provided to the Bank without any additional cost. The Cash Dispenser should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, function keys based voice guidance support with internal speakers & jack. The Bidder should also participate in the testing and end to end implementation and rollout without any additional cost to the Bank.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory changes and future changes from Card Network, NPCI rules/requirement changes and corresponding impact/changes to be done to the services thus Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations and Card Network/NPCI rules/requirements shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	No Change in RFP Clause
55	10	14	4. Scope of Work		Changes in cassette configurations will be a chargeable activity. Request the Bank to consider the same.	No Change in RFP Clause
56	10	b	4. Scope of Work	Cash Loading / Replenishment (as and when required) -	Request the Bank to share no. of trips / no of days cash permitted to be loaded into the machines, to decide the load frequency and in turn the CRAs cost	Cash Loading & EOD should be done every alternate day.

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57	10	19(c)	Scope of Work	Compliance of all RBI/IBA/any other statutory guidelines issued from time to time without any additional cost to the Bank up to warranty period i.e. 3 years (Three Years) and during AMC period, it will be done on mutually agreed term.	While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No Change in RFP Clause
58	10	19(d)	Scope of Work	Submission of CBR/CMR Reports (along-with EJ) and extending necessary support to Bank for Cash Reconciliation for both Onsite and Offsite ATMs within the defined TAT.	In the event, Bank fails to initiate the Bidder with supporting documents / proof within 6 working days from the date of submission of reports by the Bidder, such failure shall be considered as waiver on the part of Bank from making claims relating to cash loss against the Bidder and we request the Bank to amend this clause accordingly.	No Change in RFP Clause
59	10	19(e)	Scope of Work	Any shortage or loss of cash (where cash management is bidder's responsibility), whatsoever and for whatever reason shall be immediately make good to the Bank without waiting for admissibility or settlement of the insurance claim. Any amount of such insurance claims received by the Bank shall be remitted to the Bidder by the Bank after adjustment of outstanding dues if any.	As Bidder will be using the currency provided by the bank for replenishment of cash in the endpoint, Bidder should be help liable for cash shortage to the extent same is directly attributable to the bidder or sub-contractor engaged by the bidder for delivering managed services under this RFP. Hence, we request the Bank to kindly amend this clause accordingly.	No Change in RFP Clause
60	11	d		Submission of CBR	CBRs will be submitted only for ATMs where vendor provides cash replenishment service. Request the Bank to consider the same.	RFP clause is self explanatory.
61	11	e		Any shortage or loss of cash	Proved to be due to fault/delay/lapse of vendor, will be made good within 30 days from the date of notification by the Bank. Request the Bank to consider the same.	No Change in RFP Clause
62	11	f		Any other cash related activity -	Any additional activity will be implemented at mutually agreed terms, conditions, rate structure	No Change in RFP Clause
63	11	20		Bank reserves the right to verify /evaluate	Any additional activity will be implemented at mutually agreed terms, conditions, rate structure	No Change in RFP Clause
64	12	4.21.viii	Scope of Work	Selected bidder should update the software to support all new variants of currency notes as well as new denominations, if any, issued subsequently without any extra cost to the Bank during the period of warranty and AMC. Bidder should update the Bill validation software to reject all genuine currency notes withdrawn from circulation by RBI based on the guidelines and within the required time frame.	This point is applicable for recyclers and is not part of ATM RFP.	Revised Clause is as under- Selected bidder should update the software to support all new variants of currency notes as well as new denominations, if any, issued subsequently without any extra cost to the Bank during the period of warranty and AMC.
65	12	i		maintain and operate Digital OTC Lock solution -	This will be implemented for Bidder serviced ATMs. For branch managed ATMs, Bidder will support OTC operations, without any risks / liabilities. Request the Bank to consider the same and amend the clause.	No Change in RFP Clause
66	12	21(viii)	Scope of Work	Selected bidder should update the software to support all new variants of currency notes as well as new denominations, if any, issued subsequently without any extra cost to the Bank during the period of warranty and AMC. Bidder should update the Bill validation software to reject all genuine currency notes withdrawn from circulation by RBI based on the guidelines and within the required time frame.	While Bidder agrees to support currency notes as well as denominations existing as on date of submission of bid, it is not possible for the bidder to envisage any changes in the currency notes and denominations in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for supporting the currency notes as well as denominations as on date of submission of bid and compliance to any change shall be done at cost mutually agreed between the parties and this clause should be amended accordingly. Further, bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Revised Clause is as under- Selected bidder should update the software to support all new variants of currency notes as well as new denominations, if any, issued subsequently without any extra cost to the Bank during the period of warranty and AMC

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67	12	21(xi)	Scope of Work	The selected bidder shall undertake any recalibration / reconfiguration on account of changes required by Govt. of India and Regulatory guidelines at mutually agreed cost.	While Bidder agrees to support currency notes as well as denominations existing as on date of submission of bid, it is not possible for the bidder to envisage any changes in the currency notes and denominations in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for supporting the currency notes as well as denominations as on date of submission of bid and compliance to any change shall be done at cost mutually agreed between the parties and this clause should be amended accordingly. Further, bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No Change in RFP Clause
68	12	22(i)	Scope of Work	i.Bidder either himself or through its representative will supply, maintain and operate Digital OTC Lock solution for Bank which should be compliant as per RBI guidelines. In both the scenarios, the bidder will be the face and single point of contact for the Bank. Bank will not enter into any agreement with its representative. All the securities pertaining to the OTC lock will be implemented by the bidder.	While Bidder agrees to comply with all applicable RBI guidelines existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No Change in RFP Clause
69	13	4.23.v	Scope of Work	Quarterly satisfactory performance certificate/ Preventive Maintenance report to be obtained with base branches acknowledgement and reports should be submitted at HO. Preventive maintenance for Cash Dispenser at least once in every three months and as and when required. The Report of Preventive Maintenance should be submitted at the end of the quarter to Bank along with the Monthly Invoice, failing which payment shall be withheld.	Request the Bank to amend this clause. The Bidder will be performing periodical preventive maintenance and will share the reports with Bank at timely interval.	No Change in RFP Clause
70	13	viii to xi		The Facility management shall generate Digital OTC passcode on the basis of requests from branches. The provision of automatic generation of passcodes and to be sent by the system to authorized mobile number of the bank custodian without manual intervention and it should have provision to integrate Bank's application (if required) without any additional cost.	Request the Bank to provide more clarity on said point.	RFP clause is self explanatory.
71	14	4.24.vi	Scope of Work	The successful bidder has to take full responsibility of pulling Electronic Journals from Cash Dispenser and archival of the same at least for a period of 6 months or as decided by the Bank. The bidder has to provide the Electronic journals to Bank's reconciliation team on T+1 basis at the desired location as decided by Bank. The Selected bidder has to submit Journal Prints (JP Rolls) to the Base Branch on daily basis or whenever requested by the Bank.	Bidder will be providing EJ on regular basis. Request the Bank to remove requirement of JP.	Revised Clause is as under- The successful bidder has to take full responsibility of pulling Electronic Journals from Cash Dispenser and archival of the same at least for a period of 6 months or as decided by the Bank. The bidder has to provide the Electronic journals to Bank's reconciliation team on T+1 basis at the desired location as decided by Bank.
72	16	26.ii	Scope of Work	All thermal paper prints must have a quality to be stored in good condition for a minimum of 1 year period.	Request the Bank to amend the clause as "All thermal paper prints must have a quality to be stored in good condition for a minimum of 6 months period."	No Change in RFP Clause
73	16	26(i)	Scope of Work	i.Supply and replenishment of consumables (i.e. RP Paper, etc.) without any quantitative limit and as per the specifications of the Bank as per the regulatory guidelines without any extra cost to Bank in future. (Journal printer may not be supplied by the bidder with the Cash Dispenser / ATM machine. However, in case of statutory guidelines by regulatory authorities same has to be supplied/installed in the machine without any extra cost to Bank.)	While Bidder agrees to comply with all applicable regulatory guidelines existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No Change in RFP Clause
74	16	26(iv)	Scope of Work	i.The Network should adhere to the following security aspects: a)Strong Authentication b)JP Sec encryption for the traffic from Cash Dispenser to DC, and DR, as advised by the Bank for data confidentiality c)Segregation of proposed network from other customers and network level access controls including firewalls and router based access control should be implemented. d)Guidelines from RBI (CSITE) regarding Security of the ATM/ Cash Dispenser be adhered to.	While Bidder agrees to comply with all applicable Guidelines from RBI (CSITE) regarding Security of the ATM/ Cash Dispenser as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No Change in RFP Clause
75	17	4.27.xii	Scope of Work	The Selected Bidder scope include network designing, last mile, bandwidth, installation, configuration, hardening, maintenance support, proactive monitoring and reporting, change management with service level agreement (SLA) binding the service provider to maintain uptime and application/service quality commitments.	The last mile connectivity is Bank's responsibility. Request the Bank to remove the same from Bidder's scope.	No Change. Applicable for offsite locations

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76	18	4.30.ii	Scope of Work	The bidder must also take necessary steps to successfully install all the software components supplied by him on the hardware supplied/provided by bank. Moreover, any relevant software patches that are required to be applied, to the system software to make it compatible with supplied hardware must be identified and installed from time to time during the warranty and AMC period.	Request the Bank to provide more clarity on which hardware will be provided by the Bank.	Revised clause is as under: The bidder must also take necessary steps to successfully install all the software components supplied by him. Moreover, any relevant software patches that are required to be applied, to the system software to make it compatible with supplied hardware must be identified and installed from time to time during the warranty and AMC period.
77	18	4.31.1	Scope of Work	Bidder should provide onsite training on general operations, cash loading/unloading EOD process to Bank's staff at each site along with the manuals for user/Administrators besides training to the central administration team consisting of 3 staff members for at least two days. In addition to training handholding support should be extended for additional 30 working days for each branch.	Request the Bank to provide more clarity on said point.	RFP clause is self explanatory.
78	19	4.33	Scope of Work	a) The Bidder should ensure that the cash of the Bank handled by them in the vault/in transit/in CD is adequately insured with the bank as beneficiary. (If cash management service is provided by bidder) b) Insurance coverage should be equivalent to the actual value of cash being handled at each Vault location and / or in Transit and / or in CD. c) Bidder should submit a copy of Cash insurance cover to the Bank. d) In case of any cash Loss, the Bidder should reimburse the loss amount to the Bank immediately, without waiting for settlement of Insurance claim.	Request the Bank to provide more clarity on said point.	RFP clause is self explanatory.
79	19	33	Insurance	The Bidder and/or his equipment suppliers/agents/partners should have adequate number of engineers and trained personnel to ensure quick resolutions and minimum downtime. a)The Bidder should ensure that the cash of the Bank handled by them in the vault/in transit/in CD is adequately insured with the bank as beneficiary. (If cash management service is provided by bidder) b)Insurance coverage should be equivalent to the actual value of cash being handled at each Vault location and / or in Transit and / or in CD. c)Bidder should submit a copy of Cash insurance cover to the Bank. d)In case of any cash Loss, the Bidder should reimburse the loss amount to the Bank immediately, without waiting for settlement of Insurance claim.	Bidder agrees to take the insurance for the cash in transit and the cash in vault held by the bidder or bidder's sub-contractor. Bidder should be liable for cash loss only if same is occurred between the time such cash is handed over by the bank to the Bidder for replenishment till the time same is replenished in the ATM. Any cash loss occurring thereafter must not be Bidder liability. Further Bidder must not be held liable for any cash loss caused due to reasons not attributable to the bidder including but not limited to instances like switch issue, network issue, malware or virus attack, vandalism, counterfeit currency provided by the Bank etc. Bank should also take necessary steps to mitigate the loss and should inform the Bidder within 7 days from the date of cash loss incidence to enable appropriate investigation of such cash loss instances and recovery of such cash loss. Thus, we request the Bank to amend this clause accordingly.	No Change in RFP Clause
80	24	21	Contract Period	The selected bidder needs to execute a Service Level Agreement (SLA) as per Format to be supplied by the Bank covering inter alia the terms and conditions of this RFP.	The terms of the agreement will be mutually discussed and agreed between the parties.	No Change in RFP Clause
81	24	21	Contract Period	The tenure of the Contract will be for a period of 7 (seven) Years from date of acceptance of the installations for supplying the proposed solution for Bank of Maharashtra. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving one month notice. Any offer falling short of the contract validity period is liable for rejection.	The tenure of the agreement of for the period of 7 years from the date of the execution of the contract. As Price of any solution is based on multiple factors like term of the Agreement, Warranty and AMC, taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, penalty, LD, FOREX, thus, we request the Bank to terminate the Agreement only in the event Bidder defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to amend this clause accordingly.	No Change in RFP Clause
82	24	21	Contract Period	The Contract period will commence effective from the issuance of purchase order/letter of intent whichever is earlier or bank terminates the SLA by serving 30 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation thereof.	As Price of any solution is based on multiple factors like term of the Agreement, Warranty and AMC, taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, penalty, LD, FOREX, thus, we request the Bank to terminate the Agreement only in the event Bidder defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to amend this clause accordingly.	No Change in RFP Clause

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83	24	22	Service Continuity	As part of service continuity: - After the completion of initial period of 07 (Seven) years, the contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein.	The Bidder agrees to extend the contract on the mutually agreed terms and conditions.	Revised Clause is as under- As part of service continuity: - After the completion of initial period of 07 (Seven) years, the contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein at mutually agreed cost.
84	25	25	Order Splitting	With a view to reduce the risks of delaying project implementation, bank reserves the right to split the order approximately in the order of 60:40 between the bidders offering the lowest TCO within(L1) and the bidder offering second lowest TCO (L2) provided the difference between L1 & L2 is less than or equal to 10%. The purchase order (PO) will only be at the rate offered by L1. Bank also reserves the right to split order as per the Govt/MSME guidelines for MSME companies, if any participate in the tender process.	Request the bank to confirm the order split in case the difference between L1 & L2 is more than 10%. Phrase elaborate the clause and clarify.	RFP clause is self explanatory. Splitting of orders will be done only when difference between the price quoted by L1 & L2 bidder is less than or equal to 10%.
85	25	27	Right to Alter Quantities	Bank of Maharashtra reserves the right to alter the proposed quantities specified in the tender. Bank of Maharashtra also reserves the right to delete one or more items from the list of items specified in tender.	Price is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX, thus, in case of any changes to any of the component or services, bidder should be entitled to revise the price and we request the Bank to amend this clause accordingly.	No Change in RFP Clause
86	26	29	IT ACT	The Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 (with amendment from time to time) and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect.	While Bidder agrees to comply with all applicable GOI / RBI and adheres to requirements of the IT Act 2000 and Payment and Settlement Systems Act 2007 existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No Change in RFP Clause
87	26	29	IT ACT	The Successful 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 patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2000 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.	As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, Bidder requests the Bank to restrict indemnity to 3rd party claim of IP infringement to the extent same is made against the bank due to bank's use of Bidder's services. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim, with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the services and if none of these options are available, bidder shall be entitled to take the infringing services back and refund bank advance service fee if any paid by the bank. These are the sole remedy of Bank for any IP infringement claim.	No Change in RFP Clause
88	27	33/e. Eligibility Criteria	Eligibility criteria	Turnover of the bidder should be at least Rs.100 Crores per year from business in last three financial years i.e. 2017-18, 2018-19 & 2019-20. The bidder should have made net profit or should have positive net worth during any two of the last three consecutive financial years.	Request you to amend the clause as: Turnover of the bidder should be at least Rs.100 Crores per year from business in last three financial years i.e. 2017-18, 2018-19 & 2019-20. The bidder should have made net profit or should have positive net worth during any two of the last three consecutive financial years. If any Bidder is not able to meet profitability and / or Net worth criteria they can still participate in the tender, provided their parent company is meeting both profitability and Net worth Criteria as desired above. In such case the bidder shall furnish performance guarantee from the parent company.	No change in RFP clause.
89	27	33/f. Eligibility Criteria	Eligibility criteria	The Bidder should have its own exclusive Cash Dispensers support infrastructure covering all regional/Zonal office centres across the country, with owned/franchisee service centers at particular those location having Bank of Maharashtra zonal regional centers, to give service all Cash Dispensers locations of Bank of Maharashtra and provide 24x7 support, call escalation, SLM, replacing consumables and should also be capable of expanding the support infrastructure in keeping with the requirements of Bank of Maharashtra.	Request you to amend the clause as: The Bidder or its wholly owned subsidiary should have its own exclusive Cash Dispensers support infrastructure covering all regional/Zonal office centres across the country, with owned/franchisee service centers at particular those location having Bank of Maharashtra zonal regional centers, to give service all Cash Dispensers locations of Bank of Maharashtra and provide 24x7 support, call escalation, SLM, replacing consumables and should also be capable of expanding the support infrastructure in keeping with the requirements of Bank of Maharashtra.	No change in RFP clause.

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90	28	33/k. Eligibility Criteria	Eligibility criteria	If the bid is submitted by an Authorized distributor/ representative/ Dealer/ Channel Partner, the Original Equipment Manufacturer (OEM) shall certify that the dealership/channel partnership arrangement with the bidder is currently in force. A copy of the same shall be enclosed. Also, the Original Equipment Manufacturer (OEM) shall submit a letter through the authorized dealer/ channel partner, participating in the tender process, that they shall honor the warranty/Annual Maintenance contract commitments independent of continuation of the dealership/ channel partner arrangement with the authorized dealer/ channel partner.	Request you to amend the clause as If the bid is submitted by an Authorized distributor/ representative/ Dealer/ Channel Partner the Original Equipment Manufacturer (OEM) shall certify that the dealership/channel partnership arrangement with the bidder or its wholly owned subsidiary is currently in force. A copy of the same shall be enclosed. Also, the Original Equipment Manufacturer (OEM) shall submit a letter through the authorized dealer/ channel partner or its wholly owned subsidiary	No change in RFP clause.
91	29	39	Payment terms	Bank of Maharashtra will be make payment as follows: a.No advance payment against purchase order. b.100% of the value of the Cash Dispenser will be paid within 30 days after successful commissioning. The payment will be made on receipt of the invoices along with installation report and acceptance certificate duly acknowledged by Bank of Maharashtra subject to submission of Performance Bank Guarantee c.In case any components of the Cash Dispenser is found to be defective/damaged, payment in respect of such Cash Dispenser will be withheld by Bank of Maharashtra till the defective component or the Cash Dispenser itself is replaced as per Bank directives. d.The maintenance/ service bills pertaining to each month, for all services rendered during each month, shall be submitted to IT Department Head office Bank of Maharashtra within 15 days of the succeeding month. Payment will be processed within 15 working days subject to the scrutiny of the bills. Penalties on account of deficiency in service levels will be deducted from the bills submitted. e.Payment for AMC will be made quarterly in arrears on submission of Invoices and upon successful completion of the performance obligations for the previous quarter. TDS on all payments will be deducted at the applicable rate as per provisions of the applicable law. f.Bank of Maharashtra decision as regards replacement of the defective part or the entire Cash Dispenser shall be final, conclusive and binding on the Bidder. g.All the payments to the Successful Bidder shall be subject to the performance/ delivery of the Services to the satisfaction of Bank of Maharashtra for this purpose. 1.Penalties / liquidated damages, if any, shall be deducted from the invoice value/ Contract value.	Bank shall pay any fees stated in the Agreement within thirty (30) days after the applicable invoice date. A late payment fee shall accrue on any amounts thirty (30) days past due at the RBI Repo Rate set by the Reserve Bank of India plus eight percent (8%) per year (or, if lower, the maximum rate permitted by applicable Law), except for Disputed Amounts. "Disputed Amount" means amounts invoiced by Bidder which are disputed by Bank in good faith for which Bank provides a reasonably detailed notice of the dispute before such amounts are past due. A dispute will not exist as to an entire invoice merely because certain amounts on the invoice are Disputed Amounts. Bank shall be responsible for compliance with all applicable foreign exchange laws when making payments under the Agreement	No Change in RFP Clause
92	31	44	Order Cancellation	Bank of Maharashtra reserves its right to cancel the order in the event of one or more of the following situations: 1.Delay in delivery beyond the specified period for delivery. 2.Delay in installation beyond the specified period for installation from the date of purchase order. 3.Serious discrepancy in hardware noticed during the pre/post-dispatch inspection installation. In addition to the cancellation of purchase order, Bank of Maharashtra reserves the right to initiate appropriate action as specified in BID security declaration given by the supplier against the advance payment.	As Price of any solution is based on multiple factors like term of the Agreement, Warranty and AMC, taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, penalty, LD, FOREX, thus, we request the Bank to terminate the Agreement only in the event Bidder defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to amend this clause accordingly.	No Change in RFP Clause

Sr. No.	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions	Bank's reply
93	31	45	Exit Option & Contract Re-negotiation	<p>a)The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions: 1.Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 15 days of receipt of purchase contract or agreed terms by Bank; 2.The selected bidder commits a breach of any of the terms and conditions of the contract. 3.The bidder goes into liquidation voluntarily or otherwise. 4.An attachment is levied or continues to be levied for 7 days upon effects of the bid. 5.The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP/RFP terms and the deviations are above the defined threshold limits. 6.Deduction on account of liquidated damages exceeds 10% of the total contract price. 7.Delay in delivery / installation / commissioning of Cash Dispensers beyond the specified period for the same as mentioned in the order.</p> <p>b)In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.</p> <p>c)The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.</p> <p>d)Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.</p>	<p>As Price of any solution is based on multiple factors like term of the Agreement, Warranty and AMC, taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, penalty, LD, FOREX, thus, we request the Bank to terminate the Agreement only in the event Bidder defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to amend this clause accordingly.</p> <p>Price is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX, thus, in case of any changes to any of the component or services, bidder should be entitled to revise the price and we request the Bank to amend this clause accordingly.</p> <p>If the Bank does not pay the amount which is due and payable to the Bidder notwithstanding any existing disputes between the parties, the Bidder should have the right to suspend the services under the contract.</p>	No Change in RFP Clause
94	31	45	Exit Option & Contract Re-negotiation	<p>e)Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement.</p>	<p>If requested by Bank, the Bidder shall provide termination services and deconversion assistance in accordance with the contract at Bank's expense. Prior to the Bidder providing transition services or deconversion assistance: (i) Bank and any replacement service provider shall execute Bidder's deconversion confidentiality agreement; (ii) Bank shall fully pay all outstanding amounts; (iii) Bank shall prepay bidder fees for termination services and deconversion assistance; and (iv) the parties shall agree on a date for deconversion.</p>	No Change in RFP Clause
95	32	46	Intellectual Property Rights	<p>All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.</p> <p>Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.</p> <p>Residuals. The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank</p> <p>Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this Agreement.</p>	<p>All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bidder.</p>	No Change in RFP Clause
96	33	51	Violation of Terms	<p>The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.</p>	<p>Request the Bank to make this clause mutual.</p>	No Change in RFP Clause

Sr. No.	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions	Bank's reply
97	33	52	Compliance with All Applicable Laws	The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.	<p>While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.</p> <p>As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, Bidder requests the Bank to restrict indemnity to 3rd party claim of IP infringement to the extent same is made against the bank due to bank's use of Bidder's services. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the services and if none of these options are available, bidder shall be entitled to take the infringing services back and refund bank advance service fee if any paid by the bank. These are the sole remedy of Bank for any IP infringement claim.</p>	No Change in RFP Clause
98	33	52	Compliance with All Applicable Laws	Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.	<p>While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.</p> <p>As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, Bidder requests the Bank to restrict indemnity to 3rd party claim of IP infringement to the extent same is made against the bank due to bank's use of Bidder's services. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the services and if none of these options are available, bidder shall be entitled to take the infringing services back and refund bank advance service fee if any paid by the bank. These are the sole remedy of Bank for any IP infringement claim.</p>	No Change in RFP Clause
99	33	52	Compliance with All Applicable Laws	This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.	<p>While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.</p> <p>As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, Bidder requests the Bank to restrict indemnity to 3rd party claim of IP infringement to the extent same is made against the bank due to bank's use of Bidder's services. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the services and if none of these options are available, bidder shall be entitled to take the infringing services back and refund bank advance service fee if any paid by the bank. These are the sole remedy of Bank for any IP infringement claim.</p>	No Change in RFP Clause

Sr. No.	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions	Bank's reply
100	34	53	Change Management	All the IT components proposed under the RFP (such as- application software, middleware etc.) should be periodically patched for all types of patches, such as - security patches, system patches etc. Emergency patches should also be applied immediately as per regulatory and other agencies directions etc	While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No Change in RFP Clause
101	34	54	Termination	The Bank, without prejudice to any other remedy for breach of contract, by written notice (with a notice period of 30 days) of default sent to the Successful Bidder, may terminate this Contract in whole or in part: a)If the Successful Bidder fails to deliver any or all of the Goods/Services within the period(s) specified in the Contract, or within any extension thereof granted by the BANK; or b)If the Successful Bidder fails to perform any other obligation(s) under the Contract and fails to cure the same within a curing period granted by the Bank through a written notice; or c)In the event the Bank terminates the Contract in whole or in part, the BANK may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated. d)Bank reserves the right to terminate the contract at its sole discretion by giving three months' notice without assigning any reasons.	As Price of any solution is based on multiple factors like term of the Agreement, Warranty and AMC, taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, penalty, LD, FOREX, thus, we request the Bank to terminate the Agreement only in the event Bidder defaults in delivering the Solution in compliance with the specifications mentioned in the RFP and same is not rectified by the bidder within 30 days cure period from the date of receipt of notice specifying such default. Hence, we request Bank to amend this clause accordingly.	No Change in RFP Clause
102	35	55.1	Effect of Termination	The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.	None of the parties have convenience to terminate the services. Termination due to material default will be acceptable. Request the Bank to consider the same.	No Change in RFP Clause
103	35	55.3	Effect of Termination	Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.	Bank has to pay for the undisputed amount before termination. Request the Bank to amend the clause accordingly.	No Change in RFP Clause
104	35	60. Liquidated Damages	Liquidated Damages	If there is a delay by the bidder in the delivery of the complete hardware and software as will be mentioned in the purchase order, the bidder will be liable to pay a sum of Rs.10000/- per site per week or part thereof (If the delay period is more than 3 days, it will be treated as one full week) to the maximum of total order value for that site of delay beyond the scheduled delivery date by way of liquidated damages. The liquidated damages are pre-estimates of the loss or damage that may be sustained by Bank of Maharashtra. In case the complete delivery is delayed beyond the scheduled delivery date, Bank of Maharashtra reserves the right to cancel the contract and return the partially delivered equipment, if any, at the cost of the bidder. In case the bidder fails to deliver all the deliverables as specified in the order, the liquidated damages will be charged on the entire contract value. Cumulative Liquidated Damages imposed for all the sites shall be subject to maximum of 10 percent of the total contract value.	We request the bank to limit the penalty cap to 5% of the contract value and reduce the sum of Rs.10000/- per site per week to Rs 10000 site per week or part thereof (If the delay period is more than 3 days, it will be treated as one full week) to the maximum of total order value for that site of delay beyond the scheduled delivery date by way of liquidated damages.	No Change in RFP Clause
105	36	iv		Cash Out Penalty shall be charged as under: -	Cash Outs penalties not acceptable as the same is too higher compared to industrial practices. Only per incident penalty to be considered. Request the Bank to reduce the penalty.	No Change in RFP Clause
106	36	61.ii		The Bidder shall maintain 98% overall uptime for each Cash Dispenser. The penalty for not maintaining target availability will be applicable for individual Endpoints level	Request the Bank to amend the clause as "the Bidder shall maintain 96% overall uptime for each Cash Dispenser. The penalty for not maintaining target availability will be applicable for individual Endpoints level"	No Change in RFP Clause
107	36	61.iii		Penalty for non-supply of consumables/ Low quality consumables:- Penalty of Rs.1000/- per day per Cash Dispenser will be deducted towards non-supply of consumables as reported by the branches/offices. In case the Bidder supplies low-quality consumables in the Cash Dispenser and if it is reported that the functioning of the Cash Dispenser machine is problematic due to low-quality consumables utilized in the Cash Dispenser, the bank will impose a penalty @ Rs.1000/- for each Cash Dispenser per instance per day till the consumables are replaced.	The penalty is on higher side. Request the Bank to reduce the penalty.	No Change in RFP Clause
108	36	I	Penalty Terms	If the bidder.... liquidated damages @ 5% of the Cash Dispenser Price will be charged for every week's delay subject to maximum of 10 % of the Cash Dispenser Price.	Liquidated damages @ 0.5% of the Cash Dispenser Price will be charged for every week's delay subject to maximum of 5 % of the Cash Dispenser Price.	No Change in RFP Clause
109	36	ii	Incentive/ Penalty for uptime/downtime	95% to less than 98% -5% of Charges Payable ;92% to less than 95% -10% of Charges Payable ; less than 92% -25% of Charges Payable	The penalties are on the higher side we request the bank to reduce the penalties as 95% to less than 98% -2.5% of Charges Payable ;92% to less than 95% -5% of Charges Payable ; less than 92% -12.5% of Charges Payable	No Change in RFP Clause

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110	37	61.v	Penalty Terms	Bidder has to ensure that the success rate of EJ pulling is at least 98% on T+1 basis and 100% on T+3 basis. In case of non-submission of 100% EJ on T+3 basis, Bank will charge a penalty of Rs.1000/- per day per Cash Dispenser. Further, in case of any claims of the cardholder by the Bank in the event of non-availability of EJ and EJ reconciliation, the Bank will recover the amount from bidder claimed by the cardholder.	The penalty is not acceptable for EJ pulling services, in case of any issue due to the Bank's network. Request the Bank to consider and amend the clause.	No Change in RFP Clause
111	37	61.vi		Penalty for Cash Dispenser Camera Images/ footages:- Bidder should provide images/footages in case of disputed transactions/ or as and when required by the Bank. If Bidder is unable to do so for any reason, the Bidder will be liable to pay the disputed amount plus costs incurred by the Bank towards satisfaction of the disputed amount. If Bidder is unable to provide images within 3 days then a penalty of Rs.1000 /- will be charged.	The penalty is on higher side. Request the Bank to reduce the penalty.	No Change in RFP Clause
112	37	61.vii		Penalty for Housekeeping The Bidder shall ensure housekeeping of Offsite locations under the proposed contract. The site should be stain free, dust free and the selected bidder shall ensure the proper ambience of the site. If Bidder is unable to do so for any reason, bank will impose a penalty @ Rs.1000/- for each location per instance per day.	The penalty is on higher side. Request the Bank to reduce the penalty.	No Change in RFP Clause
113	37	61.viii		Successful bidder has to take monthly Management Review of the performance of Cash Dispenser / ATM installed and submit a summary report with detailed analysis to Bank within 7 days of succeeding month, failing which, penalty of Rs.1,00,000/- (Rupees One lakh only) per month will be recovered from the payments due.	The penalty is on higher side. Request the Bank to reduce the penalty.	No Change in RFP Clause
114	38	63	Indemnity	Indemnity	As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, Bidder requests the Bank to restrict indemnity to 3rd party claim of IP infringement to the extent same is made against the bank due to bank's use of Bidder's services. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the services and if none of these options are available, bidder shall be entitled to take the infringing services back and refund bank advance service fee if any paid by the bank. These are the sole remedy of Bank for any IP infringement claim.	No Change in RFP Clause
115	39	65	Non-Disclosure Agreement	The successful bidder should sign the NDA and the bidder representative working on the project should sign the NDU. The format of Non-Disclosure Agreement is given in Annexure-M.	Bidder is operating in many countries but we follow a specific NA format. Request the bank to be flexible and allow us to submit our own format.	No Change in RFP Clause
116	39	64	Limitation of Liability	The cumulatively liability of the Successful Bidder to the Bank is limited to the total contract value except for: Indemnity for IPR (Intellectual properties rights) claims; Loss incurred to the Bank due to malfunctioning of the system deployed by the successful bidder; and for the above, Successful Bidder shall reimburse the actual loss incurred by the Bank	We request Bank to consider revised clause as specified below: <i>"EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER OR RELATED TO THE AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE FEES ACTUALLY PAID BY BANK TO Bidder UNDER THE AGREEMENT DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM.</i> <i>UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION UNDER THE AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (i) LOST REVENUES; (ii) LOST PROFITS; (iii) LOSS OF BUSINESS; (iv) TRADING LOSSES; (v) INACCURATE DISTRIBUTIONS; OR (vi) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM BANK'S USE OF THE SOLUTION PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THE AGREEMENT OR ANY TERMINATION OF THE AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.</i> <i>THE LIMITATIONS AND EXCLUSIONS SET FORTH SHALL NOT APPLY TO: (i) DAMAGES CAUSED BY EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT; (ii) A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO THAT PARTY'S NEGLIGENCE; (iii) BREACHES OF THE SCOPE OF USE; (iv) BANK'S OBLIGATION TO PAY FEES HEREUNDER AND DAMAGES ARISING FROM IMPROPER TERMINATION OF A SOLUTION, ORDER OR SOW BY BANK; OR (v) A PARTY'S LIABILITY FOR</i>	No Change in RFP Clause

Sr. No.	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions	Bank's reply
117	39	67	Guarantees	Bidder should guarantee that the equipment delivered to Bank of Maharashtra are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to Bank of Maharashtra is licensed and legally obtained. All and software must be supplied with their original and complete printed documentation. A certificate signed by the CFO / Company Secretary of the Company should be submitted before the Pre-Delivery inspection confirming that all the components / parts/assembly software used in the Self Update passbook printer Kiosk are original new ones and no refurbished/ duplicate / second hand components/ parts/assembly/software are used.	Bidder agrees to provide the warranty that the equipment delivered to Bank of Maharashtra are brand new, including all components. In the case of software, the bidder should guarantee that the software supplied to Bank of Maharashtra is licensed and legally obtained	No Change in RFP Clause
118	40	69	Confidentiality	Confidentiality	Request the Bank to make this clause mutual.	No Change in RFP Clause
119	42	70	Amalgamation	If the Bank undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP	This is a futustic clause and we request to bank to amend the clause as If the Bank undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Vendor under this RFP it will be discussed with successful service provide and arrive at scope, commercilas after mutual agreement	No Change in RFP Clause
120	42	71	Source Code	The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project).The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. The Bank shall also have the right to conduct source code audit by third party auditor	We request the bank to approve the Bidder's auditors as we are goverened various laws which permit the globally approved auditors.	No Change in RFP Clause
121	42	71	Source Code	The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project).The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. The Bank shall also have the right to conduct source code audit by third party auditor.	Bidder will provide the standard policy for audit and inspection by the Bank . It's more elaborative and specifies the audit right for a software license deals as per the industry practice. Hence, we request you to amend this clause as: To assist Bank with its due diligence and vendor management responsibilities, Bidder will provide electronic access to audit reports, third-party attestations and certifications (such as SSAE 18s, ISO certifications and PCI AoCs) and certain other information and testing results regarding the physical, technical and administrative controls utilized by Bidder and the security of Bank's Confidential Information. Bidder shall permit governmental agencies that regulate Bank in connection with a Service to examine Bidder's books and records and Bank Data, to the same extent as if that Service were being performed by Bank on its own premises, subject to Bidder's confidentiality and security policies and procedures. No source code audit will be allowed. As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, Bidder requests the Bank to restrict indemnity to 3rd party claim of IP infringement to the extent same is made against the bank due to bank's use of Bidder's services. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the services and if none of these options are available, bidder shall be entitled to take the infringing services back and refund bank advance service fee if any paid by the bank. These are the sole remedy of Bank for any IP infringement claim.	No Change in RFP Clause

Sr. No.	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions	Bank's reply
122	42	71	Source Code	b)The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.	<p>Bidder will provide the standard policy for audit and inspection by the Bank . It's more elaborative and specifies the audit right for a software license deals as per the industry practice. Hence, we request you to amend this clause as:</p> <p>To assist Bank with its due diligence and vendor management responsibilities, Bidder will provide electronic access to audit reports, third-party attestations and certifications (such as SSAE 18s, ISO certifications and PCI AoCs) and certain other information and testing results regarding the physical, technical and administrative controls utilized by Bidder and the security of Bank's Confidential Information. Bidder shall permit governmental agencies that regulate Bank in connection with a Service to examine Bidder's books and records and Bank Data, to the same extent as if that Service were being performed by Bank on its own premises, subject to Bidder's confidentiality and security policies and procedures.</p> <p>No source code audit will be allowed. As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, Bidder requests the Bank to restrict indemnity to 3rd party claim of IP infringement to the extent same is made against the bank due to bank's use of Bidder's services. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the services and if none of these options are available, bidder shall be entitled to take the infringing services back and refund bank advance service fee if any paid by the bank. These are the sole remedy of Bank for any IP infringement claim.</p>	No Change in RFP Clause
123	43	75	Audit & Inspection of Records	<p>All Bidder records with respect to any matters covered by this tender shall be made available to Bank or its designees, including RBI Inspectors / auditors at any time during normal business hours, as often as Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors or its designees would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to Bank, which would be used by Bank. The cost of the audit shall be borne by Bank. The scope of such audit would be limited to Levels being covered under the contract, and financial information would be excluded from such inspection, which shall be subject to the requirements of statutory and regulatory authorities.</p> <p>Bank, its representative, RBI and Government Agencies shall have all the rights to carry out the VAPT (Vulnerability and penetration testing) or other system Audit for the service offered under this RFP.</p>	<p>Bidder will provide the standard policy for audit and inspection by the Bank . It's more elaborative and specifies the audit right for a software license deals as per the industry practice. Hence, we request you to amend this clause as:</p> <p>To assist Bank with its due diligence and vendor management responsibilities, Bidder will provide electronic access to audit reports, third-party attestations and certifications (such as SSAE 18s, ISO certifications and PCI AoCs) and certain other information and testing results regarding the physical, technical and administrative controls utilized by Bidder and the security of Bank's Confidential Information. Bidder shall permit governmental agencies that regulate Bank in connection with a Service to examine Bidder's books and records and Bank Data, to the same extent as if that Service were being performed by Bank on its own premises, subject to Bidder's confidentiality and security policies and procedures.</p>	No Change in RFP Clause
124	44	81	Annexure-A: Tender Offer Cover Letter	Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver and maintain cash Dispensers, other hardware and software components, services to be provided as mentioned in RFP no. 162020 in conformity with the said tender documents in accordance with the Schedule of Prices indicated in the Commercial bid and made part of this tender.	The terms of the agreement will be mutually discussed and agreed between the parties.	No Change in RFP Clause
125	50	1.9	Processor and Hardware	Cash Dispenser should be accessible to physically Challenged, Wheel Chair Access and Visually Challenged as per ADA/AFA & RBI guidelines	While Bidder agrees to comply with applicable ADA/AFA & RBI guidelines existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No Change in RFP Clause
126	50	85	Annexure-D: Technical Specifications	The Technical Specifications mentioned below are the minimum required however, the Bidders should offer their best/higher specifications and latest model Cash Dispenser, which will meet BANK's requirement, satisfy or perform desired functions and comply with RBI guidelines also. The offer may not be evaluated and/or will be liable for rejection in case of non-submission of make and model of the items offered. All the features noted below are MANDATORY.	While Bidder agrees to comply with all applicable RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No Change in RFP Clause. Please refer REVISED Annexure-D in Corrigendum.
127	50	85	Annexure-D: Technical Specifications	The Cash Dispensers proposed for deployment under this RFP shall comply with RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines. If any new guidelines are issued by these organisations, the bidder shall arrange for its compliance / up-gradation and bear the cost for the same during the warranty period i.e. 3 years (Three years) after 3 years i.e. during AMC it will be done on mutually agreed terms. This clause is also applicable for hardware and OS of Cash Dispenser / ATM, TSS, etc offered under this RFP.	While Bidder agrees to comply with all applicable RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No Change in RFP Clause. Please refer REVISED Annexure-D in Corrigendum.

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128	50	1.8	Processor and Hardware	OS hardening (with firewall). Cash Dispenser should be adequately hardened and only essential services should be activated. No malware including viruses, worms, Trojans should enter the Cash Dispenser and affect the system.	Bidder insures that the Deliverables should not have any malware while deployment into the Bank's network. It is Bank's obligation to protect its network and subnetworks, effectively against unauthorized access, malware, malicious code and other threats, thus we request the Bank to kindly delete this clause.	No Change in RFP Clause
129	51	85.3.7	Annexure-D: Technical Specifications	Contactless Card integration	Request the Bank to provide more clarity on said point.	Capable of contactless card integration. Please refer REVISED Annexure-D in Corrigendum.
130	51	3.7	Hybrid Dip Card Reader	Contactless Card integration	Please clarify whether the Bank requires contactless card hardware at machine level.	Capable of contactless card integration
131	51	85 / 1.13	1. Processor and Hardware	Remote login facility for such utilities like Remote load of screens, to shutdown, start cash dispenser clear fitness etc.	Remote login functionality possess bigger security risk. Request bank to remove the class. All the functionalities can be handled through Software distribution agent.	Change Accepted
132	51	5.9	Cash Dispenser	Capable of dispensing all denominations Rs.50, Rs.100, Rs. 200/-, Rs. 500/-, Rs.2000, as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component requirement.	While we agree that the ATMs will hold and dispense all currency note existing as on date of submission of bid, it is not possible for the bidder to envisage currency note to be issued by RBI in future and corresponding changes to be done to the Services, thus, this clause needs to be amended.	No Change in RFP Clause
133	51	5.18	Cash Dispenser	Compliance to RBI's Note Authentication and fitness sorting parameters	While Bidder agrees to comply with applicable RBI's Note Authentication and fitness sorting parameters and other regulatory requirements/guidelines/directions (such as UIDAI approved standards) existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	Clause removed from RFP
134	52	85.5.18	Annexure-D: Technical Specifications	Compliance to RBI's Note Authentication and fitness sorting parameters	This point is pertaining to Recyclers. Request the Bank to provide more details.	Please refer REVISED Annexure-D in Corrigendum.
135	52	5.6	Cash Dispenser	Reject BIN or Divert cassette bin with lock and key with capacity to hold at least 500 notes.	Request the Bank to amend the clause as "Reject BIN or Divert cassette bin with lock and key/latch with capacity to hold at least 500 notes."	Revised clause is as under- Reject BIN or Divert cassette bin with lock and key/latch/Secure Tag with capacity to hold at least 500 notes.
136	52	85. Annexure-D: Technical Specifications/ 5. Cash Dispenser/ 5.18	85. Annexure-D: Technical Specifications	Compliance to RBI's Note Authentication and fitness sorting parameters	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory changes and future changes from Card Network, NPCI rules/requirement changes and corresponding impact/changes to be done to the services thus Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations and Card Network/NPCI rules/requirements shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	Clause removed from RFP
137	53	85.10.2	Annexure-D: Technical Specifications	DMP/Graphic Thermal Journal Printer to print audit trail	Request the Bank to remove the requirement of Journal printer as EJ will be provided.	Please refer REVISED Annexure-D in Corrigendum.
138	53	85.10.5	Annexure-D: Technical Specifications	Customer receipt should mention serial no and denomination of impounded notes if any.	This point is pertaining to Recyclers. Request the Bank to provide more details.	Please refer REVISED Annexure-D in Corrigendum.
139	53	85.10.7	Annexure-D: Technical Specifications	Support centralized EJ pulling. Serial no of all notes should be available with EJ or stored separately and made available as and when required.	This point is pertaining to Recyclers. Request the Bank to provide more details.	Please refer REVISED Annexure-D in Corrigendum.
140	53	7.9	Integrated Cash Dispenser Surveillance Solution	Machine should support second camera if required which would be deployed by the Bank in Cash Dispenser lobby.	Request the Bank to clarify if ATM to be supplied with 2nd camera or not	RFP clause is self explanatory.
141	53	10.11	10. Others	Should provide hardware and software for the day-to-day operations required by the custodian.	Request Bank to provide details on what software required for day-to-day operations of the custodians.	RFP clause is self explanatory. Custodians need to be provided with OTC Lock Management solution.
142	54	85.11.4	Annexure-D: Technical Specifications	Biometric Finger printer reader with Software (UIDAI Approved Standard). The bidder should upgrade the Biometric Finger printer reader with Software during the contract period as per UIDAI/any statutory authorities guidelines/directions without any additional cost to the Bank. Bank may ask to implement as and when required.	Other network infrastructure & switch related infrastructure to support biometric services is the responsibility of the Bank. Request the Bank to consider the same and amend the clause.	To be shared with successful bidder. Please refer REVISED Annexure-D in Corrigendum.

Sr. No.	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions	Bank's reply
143	54	13.3	Others	Cash Dispenser capable of One to One Marketing. Client when Loaded on Cash Dispenser should be able to interact with different CRM sources using open standard messaging standards.	Request the Bank to provide more clarity on said point.	Clause removed from RFP
144	54	13.6	Others	Two Color Branding as per Bank's requirement.	Request bank to provide details from the same i.e. color codes. Color code for (Fasia and service door) and color code for safe body.	It will be shared with successful bidder.
145	54	13.7	Others	Bank stickers consisting of instruction set to the customers for operating Cash Dispenser's have to be affixed at Bidder's is cost on the fascia at the time of installation.	Regarding stickers we need details from Bank like image file etc. & where vendor needs to put stickers on service door etc.	It will be shared with successful bidder.
146	54	12.2	12. Interface for Banking Software & ATM Switch Connectivity	Bidder to provide utility for converting the Cash Dispenser files, Containing transaction details, into ASCII format.	Need clarification on the utility. Which file/files need to be converting to ASCII?	It will be shared with successful bidder.
147	54	11.4	Transactions to be made available at the Cash Dispenser with Interface / connectivity to Bank's ATM Switch and Core Banking Software	Biometric Finger printer reader with Software (UIDAI Approved Standard). The bidder should upgrade the Biometric Finger printer reader with Software during the contract period as per UIDAI/any statutory authorities guidelines/directions without any additional cost to the Bank. Bank may ask to implement as and when required.	While Bidder agrees to comply with applicable RBI's Note Authentication and fitness sorting parameters and other regulatory requirements/guidelines/directions (such as UIDAI approved standards) existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No Change in RFP Clause
148	54	85. Annexure-D: Technical Specifications/11. Transactions to be made available at the Cash Dispenser with Interface / connectivity to Bank's ATM Switch and Core Banking Software/ 11.4	85. Annexure-D: Technical Specifications	Biometric Finger printer reader with Software (UIDAI Approved Standard). The bidder should upgrade the Biometric Finger printer reader with Software during the contract period as per UIDAI/any statutory authorities guidelines/directions without any additional cost to the Bank	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory changes and future changes from Card Network, NPCI rules/requirement changes and corresponding impact/changes to be done to the services thus Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations and Card Network/NPCI rules/requirements shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	No Change in RFP Clause
149	55	85.14.1	Annexure-D: Technical Specifications	The Cash Dispenser / ATM should contain Anti-skimming device integrated with Switch with to prevent the skimming attacks without additional cost to the Bank.	This will be Bank's responsibility. Request the Bank to remove this from Bidder's scope.	No Change in RFP Clause. Please refer REVISED Annexure-D in Corrigendum.
150	55	13.9	Others	All operating system upgrades / proprietary software upgrades / patches/ licenses will be provided free of cost and also installed in all the Cash Dispenser s at no cost to the Bank for the entire period of support committed. OS Hardening has to be done for the Cash Dispensers. Bidder is responsible for ensuring that system does not get affected by virus/malware.	Bidder insures that the Deliverables should not have any malware while deployment into the Bank's network. It is Bank's obligation to protect its network and subnetworks, effectively against unauthorized access, malware, malicious code and other threats, thus we request the Bank to kindly delete this clause.	No Change in RFP Clause
151	55	14.3	Control Measures	The Cash Dispenser / ATMs deployed should be integrated with TSS (Terminal Security Solution) covering various control measures as per the RBI/IBA/NPCI/VISA/MASTER/ any other statutory authorities' guidelines including Hard Disk encryption, whitelisting, disabling USB ports, disabling autorun facility applying the latest patches of OS, other software, time based admin access, BIOS passwords etc without additional cost to the Bank. The bidder is required to maintain the required set up at their Managed Service Centre or DC. This facility is to be provided without additional cost to the Bank.	While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No Change in RFP Clause
152	56	3.4	TERMINAL ACCESS MANAGEMENT including One TIME Admin Access	The solution should allow for the remote user management.	Request the Bank to clarify on user management	Clause removed from RFP
153	57	3.8	Terminal Security Solution Specifications:	The solution shall allow an administrator to define different roles for various users & groups and assign each of them specific user rights.	Request the Bank to provide more clarity on said point.	RFP clause is self explanatory.
154	57	5.2	Requirements of Central Application Software	The proposed solution should conform to all regulatory, statutory, legal acts and rules more particularly from Cyber Security and IT examination Cell (CSITE), RBI.	While Bidder agrees to comply with all statutory and regulatory provisions existing as on date of submission of bid, it is not possible for the bidder to envisage statutory and regulatory provisions in future and corresponding changes to be done to the Services, thus Bidder request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No Change in RFP Clause
155	58	3	Additional terms	1.All operating system upgrades / proprietary software upgrades / patches/ licenses will be provided free of cost and also installed in all the Cash Dispensers at no cost to the Bank for the entire period of support committed. OS Hardening has to be done for the Cash Dispensers. The bidder is responsible for ensuring that system does not get affected by virus/malware.	Bidder insures that the Deliverables should not have any malware while deployment into the Bank's network. It is Bank's obligation to protect its network and subnetworks, effectively against unauthorized access, malware, malicious code and other threats, thus we request the Bank to kindly delete this clause.	No Change in RFP Clause
156	61	67	Annexure-F: Charges for shifting of CDs	Annexure-F: Charges for shifting of CDs	We understand that this annexure will be a part of the Technical Bid. Please confirm as Clause 16. Format for Commercial bid on page no. 23 does not mention Annexure F.	Annexure-F removed from RFP

Sr. No.	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions	Bank's reply
157	63	89	Annexure-H: Commercial Bid Format	Annexure-H: Commercial Bid Format	The terms of the agreement will be mutually agreed between the parties.	Please refer Revised Commercial Bid Format in corrigendum.
158	66	-	COMMERCIAL BID - FORM-II	We confirm that above commercials quoted and all the Terms and Conditions of the Contract contained in RFP datedfor Supply Installation Commissioning of 100 Cash Dispenser Machines are acceptable to us.	The terms of the agreement will be mutually agreed between the parties.	No Change in RFP Clause
159	71	94	Annexure-M: Non-Disclosure Agreement	The System Integrator/Contractor shall defend, indemnify and hold harmless Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the System Integrator/Contractor, and / or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the System Integrator/Contractor, in the course of discharge of its obligations under this Agreement.	We request the Bank to delete this clause as Bidder agrees for the IP indemnity under the definitive agreement.	No Change in RFP Clause
160	71	94	Annexure-M: Non-Disclosure Agreement	Annexure-M: Non-Disclosure Agreement	We understand that Annexure-M: Non-Disclosure Agreement is to be submitted by the successful bidder only as mentioned on page 39, clause 65. Non-Disclosure Agreement - <i>The successful bidder should sign the NDA and the bidder representative working on the project should sign the NDU. The format of Non-Disclosure Agreement is given in Annexure-M.</i>	No Change in RFP Clause
161	73	Annexure N	Eligibility Criteria	ISO 9000/9001/27001 certification	We request bank to accept the certification from bidder or its wholly owned subsidiary	No Change in RFP Clause
162	73	Annexure N	Eligibility Criteria	List of Support Centers across the Country.	We request bank to accept bidder or its wholly owned subsidiary List of Support Centers across the Country	No Change in RFP Clause
163	73	Annexure N	Eligibility Criteria	Proof saying that the Bidder should be in the business of ATM/ CD/ BNA/ Cash Dispenser Managed Services in India for a minimum period of three years as on the bid submission date.	We request the bank amend this clause as: the Bidder or its wholly owned subsidiary should be in the business of ATM/ CD/ BNA/ Cash Dispenser Managed Services in India for a minimum period of three years as on the bid submission date.	No Change in RFP Clause
164	73	Annexure N	Eligibility Criteria	Proof for having minimum 1 year of experience in undertaking the activities of ATM / CD/ BNA / Cash Dispensers Managed Services in India for at least 2000 ATM/ CD/ BNA/ Cash Dispensers of PSU/ Non-PSU scheduled commercial Banks for the last one year from the date of issuance of this RFP	We request the bank amend this clause as: Proof for having minimum 1 year of experience by bidder or its wholly owned subsidiary in undertaking the activities of ATM / CD/ BNA / Cash Dispensers Managed Services in India for at least 2000 ATM/ CD/ BNA/ Cash Dispensers of PSU/ Non-PSU scheduled commercial Banks for the last one year from the date of issuance of this RFP	No Change in RFP Clause
165	73	Annexure N	Eligibility Criteria	Proof for having minimum 1 year of experience in undertaking the activities in undertaking the activities of Cash Replenishing Services for ATM / CD/ BNA / Cash Dispensers in India for at least 2000 ATM/ CD/ BNA/ Cash Dispensers of PSU/ Non-PSU scheduled commercial Banks for the last one year from the date of issuance of this RFP.	We request the bank amend this clause as: Proof for having minimum 1 year of experience by bidder or its wholly owned subsidiary in undertaking the activities in undertaking the activities of Cash Replenishing Services for ATM / CD/ BNA / Cash Dispensers in India for at least 2000 ATM/ CD/ BNA/ Cash Dispensers of PSU/ Non-PSU scheduled commercial Banks for the last one year from the date of issuance of this RFP.	No Change in RFP Clause
166	73	Annexure N	Eligibility Criteria	Proof of Original Equipment Manufacturer (OEM) / distributor/ authorized distributor/representative who should meet all above eligibility criteria.	We request bank to accept Proof of Original Equipment Manufacturer (OEM) / distributor/ authorized distributor/representative or its wholly owned subsidiary who should meet all above eligibility criteria.	No Change in RFP Clause
167	73	Annexure N	Eligibility Criteria	If the bid is submitted by an Authorized distributor / representative / Dealer / Channel Partner, the Original Equipment Manufacturer (OEM) shall certify that the dealership / channel partnership arrangement with the bidder is currently in force. A copy of the same shall be enclosed.	We request the bank to amend this clause as: If the bid is submitted by an Authorized distributor / representative / Dealer / Channel Partner, the Original Equipment Manufacturer (OEM) shall certify that the dealership / channel partnership arrangement with the bidder or its wholly owned subsidiary is currently in force. A copy of the same shall be enclosed.	No Change in RFP Clause
168	73	Annexure N	Eligibility Criteria	The Original Equipment Manufacturer (OEM) shall submit a letter through the authorized dealer/ channel partner, participating in the tender process, that they shall honour the warranty/Annual Maintenance contract commitments independent of continuation of the dealership/ channel partner arrangement with the authorized dealer/ channel partner.	We request the bank to amend this clause as: The Original Equipment Manufacturer (OEM) shall submit a letter through the authorized dealer/ channel partner, participating in the tender process or its wholly owned subsidiary , that they shall honour the warranty/Annual Maintenance contract commitments independent of continuation of the dealership/ channel partner arrangement with the authorized dealer/ channel partner.	No Change in RFP Clause
169	73	Annexure N	Eligibility Criteria	Self-declaration/certification stating that the Bidder is not having any 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 (b) no inquiries or investigations have been threatened, commenced or pending against the Bidder or any sub-Bidder / third party or its team members by any statutory or regulatory or investigative agencies. Bidder to submit declaration in this regard duly certified by Statutory Auditor.	We request the bank to consider the self declaration in the name of the bidder or its wholly owned subsidiary	No Change in RFP Clause
170	73	Annexure N	Eligibility Criteria	Confirmation about the proposed Cash Dispenser make and model should have the capability to be connected with the IST Switch as on the date of Bid submission and having the features mentioned in Technical Specifications.	We request the bank to consider the self declaration in the name of the bidder or its wholly owned subsidiary	No Change in RFP Clause
171	73	Annexure N	Eligibility Criteria	Self-declaration for not being blacklisted for the last 5 years Submission of the integrity pact in Rs.600 stamp paper after duly signing (Including Witness)	We request the bank to consider the self declaration in the name of the bidder or its wholly owned subsidiary	No Change in RFP Clause

Sr. No.	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions	Bank's reply
172	73	Annexure N	Eligibility Criteria	The bidder should be able to provide efficient and effective support at all locations so as to meet 24*7 hrs service support with maximum 4 hrs response time – A commitment to this effect should be furnished. For this the bidder should have its own exclusive Cash Dispensers support	We request the bank to amend this clause as: The bidder or its wholly owned subsidiary should be able to provide efficient and effective support at all locations so as to meet 24*7 hrs service support with maximum 4 hrs response time – A commitment to this effect should be furnished. For this the bidder or its wholly owned subsidiary should have its own exclusive Cash Dispensers support	No Change in RFP Clause
173	74	Annexure N	Eligibility Criteria	Infrastructure covering all regional/Zonal office centers across the country, with owned/franchisee service centers at particular those location having Bank of Maharashtra zonal regional centers, to give service all Cash Dispensers locations of Bank of Maharashtra and provide support, call escalation, SLM, replacing consumables and should also be capable of expanding the support infrastructure in keeping with the requirements of Bank of Maharashtra	We request the bank to consider the self declaration in the name of the bidder or its wholly owned subsidiary	No Change in RFP Clause
174	79	7	Fail Clause	The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU 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 to the BUYER, if the contract has already been concluded.	Proposed fee is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX etc. and unless all these factors are considered, Bidder will not be able to offer the service fee, it is offering or has offered to any other bank. We request the Bank to delete this clause.	No Change in RFP Clause
175	83	99. Annexure-R: Format For Technical Evaluation	Annexure-R: Format For Technical Evaluation	The Cash Dispensers proposed for deployment under this RFP shall comply with RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines. If any new guidelines are issued by these organisations, the bidder shall arrange for its compliance / upgradation and bear the cost for the same during the warranty period i.e. 3 years (Three years) after 3 years i.e. during AMC it will be done on mutually agreed terms. This clause is also applicable for hardware and OS of Cash Dispenser / ATM, TSS, etc offered under this RFP.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory changes and future changes from Card Network, NPCI rules/requirement changes and corresponding impact/changes to be done to the services thus Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations and Card Network/NPCI rules/requirements shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	No Change in RFP Clause
176	100	101	Annexure- T: Compliance Statement for Reverse Auction	We hereby undertake and agree to abide by all the terms and conditions stipulated by Bank of Maharashtra in the RFP document including all annexures and the Business Rules for Reverse Auction.	The terms of the agreement will be mutually agreed between the parties.	No Change in RFP Clause
177	9	4.7	Scope of Work	The bidder shall be responsible for implementation of TSS (Terminal Security Solution) covering various control measures as per the RBI/IBA/NPCI/VISA/MASTER/PCI-DSS any other statutory authorities guidelines including Hard Disk encryption, whitelisting, disabling USB ports, disabling auto run facility applying the latest patches of OS, other software, time based admin access, BIOS passwords etc. The TSS solution should be Client-Server Architecture whose management has to be done entirely by the bidder without any extra cost to the Bank.	Bidder to clarify that all control measures as per the said statutory authority guidelines at the time of issues of this RFP shall be Bidder responsibility. Any future mandate/directions with regard to additional/modified control measures of any authority shall be done by the Bidder on mutual agreement between both parties including the cost and commercials for the same.	No Change in RFP Clause
178	10	4.19	Scope of work	Compliance of all RBI/IBA/any other statutory guidelines issued from time to time without any additional cost to the Bank up to warranty period i.e. 3 years (Three Years) and during AMC period, it will be done on mutually agreed term.	Bidder understands that the cash management services scope doesnot include cassette swap service. In future if cassette swap is required it will be implemented on mutually agreed rates. Kindly confirm our understanding	The cost of cash management to be quoted by the bidder should include the cost for implementation of MHA & RBI guidelines on Cassettee Swap.
179	10	12	Scope of Work	Bidder has to install external Dome Camera during installation of Cash Dispensers with required cabling and casing work at no additional cost. Dome camera should be installed in such a way that it captures images of overall site.	Request Bank to confirm whether only supply and installation of external camera (dome camera) is to be considered as e-surveillance is not in the scope of the RFP. We assume that monitoring of site will be Bank's responsibility.	RFP Clause is self explanatory
180	11	19 (e)	Scope of Work	Any shortage or loss of cash (where cash management is bidder's responsibility), whatsoever and for whatever reason shall be immediately make good to the Bank without waiting for admissibility or settlement of the insurance claim. Any amount of such insurance claims received by the Bank shall be remitted to the Bidder by the Bank after adjustment of outstanding dues if any. However, the cash management services for Offsite ATMs services shall be optional i.e. Bank shall have discretion to go for it or not.	Bidder would request the Bank that before deducting the shortage amount, to provide a minimum 7 days time to verify the reason for the shortage.	No Change in RFP Clause
181	11	20	Scope of Work	Bank reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of Bank in this regard shall be final.	Bidder clarifies that Bidder reserves the right to challenge the decision if the decision is taken by the Bank without considering the proof produced by the Bidder.	No Change in RFP Clause
182	11	21 (vi)	Functional Requirements	In the event of the Bank requiring EJ of a particular transaction, bidder should provide the same within four hours in text format by the Bank's Recon Department.	For this ad-hoc EJ pull request. In order to comply to data security standards, this file will be sent encrypted to the bank on its EJ server.	No Change in RFP Clause

Sr. No.	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions	Bank's reply
183	12	viii	21) Functional Requirements	Selected bidder should update the software to support all new variants of currency notes as well as new denominations, if any, issued subsequently without any extra cost to the Bank during the period of warranty and AMC. Bidder should update the Bill validation software to reject all genuine currency notes withdrawn from circulation by RBI based on the guidelines and within the required time frame.	Bill Validation is applicable to Recyclers only not for ATM, Requesting Bank to recheck	Clause revised as under- Selected bidder should update the software to support all new variants of currency notes as well as new denominations, if any, issued subsequently without any extra cost to the Bank during the period of warranty and AMC
184	13	23 (iv)	AMC & First Line/Second Line Maintenance of equipment's at Cash Dispenser sites (SLM) during the period of contract	Cost of change of password & replacement of electronic or mechanical lock or break opening of lock of Cash Dispenser will be borne by Bank only in the case of theft, fire and natural calamities at the agreed cost. In case the damage is caused by representative of bidder the same should be borne by the bidder. Shall we put the cost for change of password & replacement of electronic or mechanical lock in Annexure F	Replacement of lock on account of incorrect password entered to be borne by the bank	Clause revised as under- Cost of change of password & replacement of electronic or mechanical lock or break opening of lock of Cash Dispenser will be borne by Bank only in the case of theft, fire and natural calamities at the agreed cost. In case the damage is caused by representative of bidder the same should be borne by the bidder
185	13	23(v)	AMC & First Line/Second Line Maintenance of equipment's at Cash Dispenser sites (SLM) during the period of contract	Quarterly satisfactory performance certificate/ Preventive Maintenance report to be obtained with base branches acknowledgement and reports should be submitted at HO. Preventive maintenance for Cash Dispenser at least once in every three months and as and when required. The Report of Preventive Maintenance should be submitted at the end of the quarter to Bank along with the Monthly Invoice, failing which payment shall be withheld.	The bidder would request the Bank not to withhold the amount for this reason.	No Change in RFP Clause
186	14	24 (iv)	Centralized Electronic Journal (EJ) pulling, Software & Content distribution at Cash Dispenser	The successful bidder has to take full responsibility of pulling Electronic Journals from Cash Dispenser and archival of the same at least for a period of 6 months or as decided by the Bank. The bidder has to provide the Electronic journals to Bank's reconciliation team on T+1 basis at the desired location as decided by Bank. The Selected bidder has to submit Journal Prints (JP Rolls) to the Base Branch on daily basis or whenever requested by the Bank.	Considering all machines equipped with electronic journals and that the bidder will be providing the EJ's electronically, there is no need for the JP rolls being physically submitted to the base branch. We request bank to clarify.	Clause revised as under- The successful bidder has to take full responsibility of pulling Electronic Journals from Cash Dispenser and archival of the same at least for a period of 6 months or as decided by the Bank. The bidder has to provide the Electronic journals to Bank's reconciliation team on T+1 basis at the desired location as decided by Bank.
187	16	27	Connectivity between Bank & Vendor location	The selected Bidder should monitor and maintain 98% uptime. Selected Bidder will provide weekly, monthly report of SLA and uptime of connectivity including backhaul links. End to end network management will be taken care by the Selected Bidder and Selected Bidder has to provide / makes necessary arrangement for the same.	Bank to consider the exclusion also	No Change in RFP Clause
188	17	27 (x)	Connectivity between Bank & Vendor location	Our Bank network, including modification for the security policy implementation. Accordingly, Selected Bidder should carry out necessary configuration changes in their network, as advised by the Bank time to time and no additional cost will be borne by the Bank in this regard.	Bidder would request the Bank that in case any additional costs involved for the configuration changes, that additional costs shall be borne by the Bank.	No Change in RFP Clause
189	17	27 (x)	Connectivity between Bank & Vendor location	Our Bank network, including modification for the security policy implementation. Accordingly, Selected Bidder should carry out necessary configuration changes in their network, as advised by the Bank time to time and no additional cost will be borne by the Bank in this regard.	Bidder would request the Bank that in case any additional cost is involved for the configuration changes, that additional costs shall be borne by the Bank.	No Change in RFP Clause
190	19	5.1	Subcontracting	As per scope of the RFP, subcontracting is prohibited. However, if the successful bidder subsequently wishes to subcontract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. In case subcontracting is permitted by the Bank, the successful bidder will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The successful bidder is also responsible for ensuring that the Subcontractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same.	Bidder requests the Bank that the Bank shall not refuse/deny its consent with respect to assignment, outsourcing or subcontracting to any third party its duties and obligations under this contract.	No Change in RFP Clause
191	20	10	Opening of offer by Bank of Maharashtra	The bidder may quote the best competitive price in the commercial bid as Bank reserves the right to opt for Reverse Auction and in case Bank does not opt for Reverse Auction, the commercial bid submitted by the bidders will be opened to decide the L1 price. The contract will be awarded to L1 bidder.	Request the Bank to confirm whether L1 will be decided on closed bid method or through Reverse Auction. Pricing strategy for both are totally different and hence insight for same is necessary to enable vendors to quote their best price.	No Change in RFP Clause

Sr. No.	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions	Bank's reply
192	21	11.3	Commercial evaluation	TCO for 7 years = Cost of Cash Dispensers with three years warranty + Four years post warranty AMC charges + Manage Services cost for 7 years + Cost of Spare Parts + Cash Management + Connectivity Charges.	Since Cash management services is at the discretion of the Bank request Bank to keep it as optional item and exclude it from TCO calculation.	No Change in RFP Clause. Please refer REVISED Commercial Bid format.
193	24	21	Contract Period	The selected bidder needs to execute a Service Level Agreement (SLA) as per Format to be supplied by the Bank covering inter alia the terms and conditions of this RFP. The tenure of the Contract will be for a period of 7 (seven) Years from date of acceptance of the installations for supplying the proposed solution for Bank of Maharashtra. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving one month notice. Any offer falling short of the contract validity period is liable for rejection. The Contract period will commence effective from the issuance of purchase order/letter of intent whichever is earlier or bank terminates the SLA by serving 30 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation thereof.	Bidder requests the Bank that the SLA is subject to the comments placed herein and mutual discussion on critical legal clauses like Assignment, termination, indemnity, limitation of liability, etc . Bidder would like to discuss with the Bank to have a mutual termination clause. Also, Bidder requests that any termination under the agreement be only for cause with a sufficient cure period and hence requests the deletion of this provision on termination for convenience.	No Change in RFP Clause
194	25	27	Right to Alter Quantities	Bank of Maharashtra reserves the right to alter the proposed quantities specified in the tender. Bank of Maharashtra also reserves the right to delete one or more items from the list of items specified in tender.	Request the Bank that the deletion of one or more items from the list of items in the tender need to be mutually discussed and arrived at by the parties and that the reduction shall not be less than 10% from the proposed quantities specified in the tender, as the pricing arrived at by the Bidder in considerate of each line items and the quantity committed by the Bank under this RFP. If anything otherwise, the prices may vary in such events.	No Change in RFP Clause
195	26	32	Repeat Orders	Bank of Maharashtra reserves the right to place repeat order/s for 25% more Cash dispenser to the bidder under the same terms and conditions within a period of three years from the date of acceptance of first purchase order by the bidder. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the price as per market survey.	Request the bank of revise the clause as follows "The bank reserves the right to re-negotiate the price with the bidder in case of <i>downward</i> or <i>upward</i> revision of the price as per market survey.	No Change in RFP Clause
196	28	37	Performance Bank Guarantee (3%)	The successful bidder should furnish a Performance Bank Guarantee to the extent of 3% of the value of the contract within 30 days of the date of receipt of the purchase order/indent. The Performance Bank Guarantee has to be submitted in the format as required by the Bank. The performance guarantee would be for the entire period of the Contract plus 12 months claim period. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract.	Request the Bank to consider the Bank Guarantee of 3% of the value of the contract submitted on Annual Renewal basis i.e. BG would be submitted to the extent of 3% of the value of the contract but will be submitted for a period of 12 months and before expiry of 12 months shall be renewed for another 12 months and extension will be provided to Bank.	No Change in RFP Clause
197	30	39 (5)	Payment Terms	It is clarified that the any payments of the charges made to and received by authorized Successful Bidder personnel shall be considered as a full discharge of Bank's obligations for payment under the Agreement.	Bidder would like to have this clause deleted, as the Bank's payment obligation shall be discharged only to the amount that has been paid by the Bank against the due payable. All the unpaid amount that stands due shall becomes payable by the Bank.	No Change in RFP Clause
198	31	45	Exit option and contract re-negotiation	The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.	Request the bank to remove this clause	No Change in RFP Clause
199	32	45 (d)	Exit Option & Contract Re-Negotiation	Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.	Bidder would like this clause be deleted as the Vendor reserves its right to withhold support/supply if there is any breach of contract or default of payment on the part of Bank for a period of 3 months.	No Change in RFP Clause
200	32	46	Intellectual Property	All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.	There is no transfer of ownership or license to the Bank under this arrangement, hence request Bank to delete this clause	No Change in RFP Clause
201	33	48 (g)	Warranty	The bidder agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected bidders as would be required in the event of the shifting of the site	Bidder would like to clarify that after termination/expiry of tenure of the contract, transition of business and assistance to the next successful bidder can be done by the Bidder for the price upon mutually agreed terms.	No Change in RFP Clause
202	33	51	Violation of Terms	The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.	Bidder requires this legal clause to be made mutual, as both parties have equal rights to be seek remedy for breach/lack of performance of contractual obligations by other party	No Change in RFP Clause

Sr. No.	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions	Bank's reply
203	33	52	Compliance with all Applicable Laws	The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.	Bidder shall, in its capacity as a service provider, comply with all existing regulatory/statutory guidelines/rules/laws as on date of submission of the bid, for delivery of services. Future regulatory or statutory guidelines shall be implemented by the bidder, upon payment of additional cost by the Bank. The bidder is not in a position to foresee the regulatory changes that may come in effect during the tenure of the contract and hence the cost cannot be factored at the bidding stage.	No Change in RFP Clause
204	34	54	Termination	d) Bank reserves the right to terminate the contract at its sole discretion by giving three months' notice without assigning any reasons.	Request the bank to remove this clause	No Change in RFP Clause
205	34	54	Termination	The Bank, without prejudice to any other remedy for breach of contract, by written notice (with a notice period of 30 days) of default sent to the Successful Bidder, may terminate this Contract in whole or in part: a) If the Successful Bidder fails to deliver any or all of the Goods/Services within the period(s) specified in the Contract, or within any extension thereof granted by the BANK; or b) If the Successful Bidder fails to perform any other obligation(s) under the Contract and fails to cure the same within a curing period granted by the Bank through a written notice; or c) In the event the Bank terminates the Contract in whole or in part, the BANK may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated. d) Bank reserves the right to terminate the contract at its sole discretion by giving three months' notice without assigning any reasons.	Bidder requests Bank to have a mutual termination clause. Also, Bidder requests that the costs of such procurement of third party services vests with the Bank as opposed to BIDDER. BIDDER requests that any termination under the agreement be only for cause with a sufficient cure period and hence requests the deletion of sub clause (d) on termination for convenience.	No Change in RFP Clause
206	35	59	Service Level Agreement	The selected bidder should execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement (NDA). The selected bidder should execute the SLA and NDA within 45 days from the date of acceptance of Purchase Order/LOI.	Bidder request Bank to extend timeline as 90 days from the date of POI to execute the SLA and NDA. Bidder requests Bank that the SLA and NDA are subject to review of the Bidder.	No Change in RFP Clause
207	36	61	Penalty Terms : ii. Incentive / Penalty for uptime / downtime	The Bidder shall maintain 98% overall uptime for each Cash Dispenser. The penalty for not maintaining target availability will be applicable for individual Endpoints level.	Request the bank to reduce the uptime from 98% to 96% as per industry standard	No Change in RFP Clause
208	36	61	Penalty Terms : iii. Penalty of non - supply of consumables/Low quality consumables	Penalty for non-supply of Penalty of Rs.1000/- per day per Cash Dispenser will be deducted towards non-supply of consumables as reported by the branches/offices. In case the Bidder supplies low-quality consumables in the Cash Dispenser and if it is reported that the functioning of the Cash Dispenser machine is problematic due to low-quality consumables utilized in the Cash Dispenser, the bank will impose a penalty @ Rs.1000/- for each Cash Dispenser per instance per day till the consumables are replaced.	Request the bank to reduce the penalty from Rs 1000/- per day per CD to Rs 500/- as per industry standard	No Change in RFP Clause
209	37	61	Penalty Terms: iv - cash out penalty	iv. Cash Out Penalty shall be charged as under: If any Cash Dispenser/ ATM is having cash less than Rs.1.00 Lakhs it will be treated as Cash Out. Page 37 of 101 (i) Rs.1000/- per endpoint up to 3 hours. In case the cash out extends beyond 3 hours, then Rs.1000 for each hour. (ii) Additional Rs.5000/- if cash out continues beyond 12 hours, for each block of 4 hours. Example: If a cash out incident is closed within 3 hours, the penalty shall be Rs. 1000/- only. However, if it is closed in 26 hours, the penalty would be Rs. 30,000/- (Rs. 10,000/- for 12 hours +Rs. 5000/- x 4 for next 12 hours) Bank shall levy penalty of Rs.1000 per incident, if Reject Bin full is not cleared within 4 hours for CDs deployed at Offsite locations.	Request the bank to reduce the cash out penalty from Rs 1000/- to Rs 500/-	No Change in RFP Clause
210	37	61	Penalty Terms : v. Penalty under EJ Pulling services and EJ Reconciliation:-	Bidder has to ensure that the success rate of EJ pulling is at least 98% on T+1 basis and 100% on T+3 basis. In case of non-submission of 100% EJ on T+3 basis, Bank will charge a penalty of Rs.1000/- per day per Cash Dispenser. Further, in case of any claims of the cardholder by the Bank in the event of non-availability of EJ and EJ reconciliation, the Bank will recover the amount from bidder claimed by the cardholder.	Request the bank to reduce the penalty from Rs 1000/- per day per CD to Rs 500/- as per industry standard	No Change in RFP Clause
211	38	63	Indemnity		Bidder would like to clarify that Bidder is willing to indemnify only for any breach of confidentiality, gross negligence and willful misconduct (directly attributable) on the part of BIDDER, breach of intellectual property rights and for violation of any relevant local laws that are applicable to the provision of services under the agreement.	No Change in RFP Clause

Sr. No.	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions	Bank's reply
212	39	64	Limitation of Liability		Bidder would like to discuss with the Bank to arrive a mutually agreed cap on Bidder's liability as against the total contract value and to exclude the indirect/consequential damages from Bidder's liability.	No Change in RFP Clause
213	51	1.12	Processor and Hardware	Trace Features (Provide log file for all Messages received and sent by cash dispenser. Especially in networked conditions, log should provide information from where the message is received and to which the message sent on their IP addresses)	ATM logs the messages for debug purpose. As ATM is talking to Switch, Request bank to remove the IP address requirement.	No Change in RFP Clause
214	51	1.13	Processor and Hardware	Remote login facility for such utilities like Remote load of screens, to shutdown, start cash dispenser clear fitness etc.	Remote login functionality possess bigger security risk. Request bank to remove the clause. All the functionalities can be handled through Software distribution agent.	Clause removed from the RFP
215	52	5.18	Cash Dispenser	Compliance to RBI's Note Authentication and fitness sorting parameters	This is not applicable for Cash Dispenser, request bank to remove this clause	Clause removed from the RFP
216	53	10.5	Others	Customer receipt should mention serial no and denomination of impounded notes if any.	This is not applicable to ATMs, request bank to remove the clause	Clause removed from the RFP
217	53	10.7	Others	Support centralized EJ pulling. Serial no of all notes should be available with EJ or stored separately and made available as and when required	This is not applicable to ATMs, request bank to remove the clause	Clause removed from the RFP
218	54	11.4	Transactions to be made available at the Cash Dispenser with Interface / connectivity to Bank's ATM Switch and Core Banking Software	Biometric Finger printer reader with Software (UIDAI Approved Standard). The bidder should upgrade the Biometric Finger printer reader with Software during the contract period as per UIDAI/any statutory authorities guidelines/directions without any additional cost to the Bank. Bank may ask to implement as and when required.	We can comply to current spec / requirement. Future requirement cannot be estimated and costed as per of this proposal. Request bank to amend this clause accordingly	No Change in RFP Clause
219	61	87	Annexure - F : Charges for shifting of CDs	Charges table	Bidder understands that the charges which needs to be mentioned in the table is as per CD basis. Kindly confirm our understanding	Annexure-F removed from RFP
220	64	89	Annexure - H Commercial Bid - Form - II	Price of solution	Bidder understand that qty of Sr No . 1 (Cost of Cash Dispensers) ,2 (Annual Maintenance Cost for Cash Dispenser for 4 years (applicable upon completion of Three years Warranty) and 3(Managed Services cost for 7 years) line item is 500 Nos.	Commercial Bid form revised.
221	64	89	Annexure - H Commercial Bid - Form - II	Price of solution	Bidder requests bank to add one more column for no of months/years in between column B (Rate per unit) and Column C (Total cost). Also, Total cost should be the multiplication of Quantity (A) * Rate per unit (B) * No of Months/ Year to arrive at correct TCO.	Commercial Bid form revised.
222	66	Annexure-H:	Commercial Bid Format	The cost of Cash management services should be inclusive of applicable MHA guidelines on cash management services.Note:- Rates quoted above should include all taxes, levies, duties, insurance, transportation, freight, royalties, Installation and commissioning charges, if any, etc. but excluding GST which will be reimbursed on actual basis against original document of payment. No additional call charges or labour charges are payable when spares are replaced.	Bank to remove cash from TCO as the cash management services is on need basis.	No Change in RFP Clause
223	70	Annexure L	Compliance Agreement		Bidder requests that the certificate requested by Bank does not allow negotiation on the crucial terms and conditions of the RFP basis. Negotiation rights of bidder is not permitted under this and hence request that the terms and conditions shall be as mutually agreed by the Parties under the contract.	No Change in RFP Clause
224	26,31	32 45 (c)	Repeat Orders Exit Option & Contract Re-Negotiation	Bank of Maharashtra reserves the right to place repeat order/s for 25% more Cash dispenser to the bidder under the same terms and conditions within a period of three years from the date of acceptance of first purchase order by the bidder. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the price as per market survey. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.	Bidder clarifies the Bank that the rates are arrived at based on the Scope of Work agreed by the Bidder, hence no negotiation on downward revision of prices seems justifiable.	No Change in RFP Clause
225	50, 58	85. Annexure D	Technical Specification	Cash Dispenser / ATM: The Cash Dispensers proposed for deployment under this RFP shall comply with RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines. If any new guidelines are issued by these organisations, the bidder shall arrange for its compliance / up-gradation and bear the cost for the same during the warranty period i.e. 3 years (Three years) after 3 years i.e. during AMC it will be done on mutually agreed terms. This clause is also applicable for hardware and OS of Cash Dispenser / ATM, TSS, etc offered under this RFP. Additional Terms: Deviations from technical specifications may be clearly indicated. Though the Bank has laid down the minimum configuration of both hardware and software of Cash Dispenser to meet present requirements, the Cash Dispenser should be upgradable to support any statutory /regulatory compliance requirements at mutually agreed cost.	Bidder requests the Bank to pay the Bidder in case of any guideline changes which require any investment on the Bidders part. Since these requirements are unknown so we cannot factor any cost for this upfront and the same should be discussed and reimbursed by the bank on case to case basis.	No Change in RFP Clause

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226	8, 9, 10	3.4 (v) 4 (2) 4 (9) 4(19 c)	Schedules of the Tender Scope of Work	While providing the CRA services, the bidder has to comply all RBI/IBA/any other statutory guidelines issued from time to time without any additional cost to the Bank. The Cash Dispensers proposed for deployment under this RFP shall comply with RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines. In future if RBI or any other regulatory authority issues guidelines for development / implementation of more options in regional languages, the same should be provided to the bank 'without any additional cost' under warranty period. Post warranty period, i.e during AMC, it will be done on mutually agreed terms. In future, if RBI or any other regulatory authority issues guidelines for development / implementation for more options in regional languages, the same should be provided to the Bank without any additional cost. Compliance of all RBI/IBA/any other statutory guidelines issued from time to time without any additional cost to the Bank up to warranty period i.e. 3 years (Three Years) and during AMC period, it will be done on mutually agreed term.	Bidder to clarify that all compliances of statutory authorities guidelines/directions for the services to be provided under this RFP at the time of issue of this RFP shall be adhered by the Bidder . All costs and commercials that may be incurred for compliance of future mandates/directions that may be issued by such statutory authorities shall only be complied by the Bidder on mutual agreement between both parties including the cost and commercials for the same.	No Change in RFP Clause
227	9	4.3	Scope of Work	The delivery will be spread across PAN India and deployment to be completed as per Bank of Maharashtra requirement.	Request to share list of offsite locations. Also will offsite locations be allocated in the ratio of 60:40 between L1 and L2?	It will be shared with successful bidder.
228	12	20 (viii)	Functional Requirements	Bidder should update the Bill validation software to reject all genuine currency notes withdrawn from circulation by RBI based on the guidelines and within the required time frame.	Bill Validation is not part of CDs and cash is provided by bank	Clause removed from the RFP
229	13	23	AMC & First Line/Second Line Maintenance of equipment's at Cash Dispenser sites (SLM) during the period of contract	Refer point (ii) and (iii) of RFP	Both points (ii) and (iii) are contradicting. Need clarity.	Point (iii) is revised as under: iii. Supply, installation and replacements of original spare parts (OEM make only) including all consumables due to any breakdowns, thefts, voltage fluctuation, earthing related, electrical fluctuations, short circuit, rodent attacks, etc. will be borne by Bank at the cost quoted by the bidder as per the commercials.
230	16	26 (ii)	Consumables and Stationery	The receipt printer paper roll shall be as per the specifications decided by Bank and will be having Bank's advertisements in bilingual format without any extra cost to the Bank. All thermal paper prints must have a quality to be stored in good condition for a minimum of 1 year period.	Request to provide Consumable specifications	It will be shared with successful bidder.
231	16	27 (i)	Connectivity between Bank & Vendor location	The selected bidder is required to provide the connectivity to the Bank's location at DC and DR through a 2 MBPS lease line or higher as per the requirements with a fall back from alternate service provider. The Selected bidder should provide the network devices required at the Bank's location to terminate these links. The Selected bidder should also ensure redundancy in network devices at DC and DR.	We already have connectivity with the Bank hence separate 2 Mbps line is not applicable	Bidder's understanding is correct.
232	16	27 (iv)(b)	Connectivity between Bank & Vendor location	IP Sec encryption for the traffic from Cash Dispenser to DC, and DR, as advised by the Bank for data confidentiality	Request to consider IP Sec or TLS implementation from CD to Switch	Amended clause is as under: IP Sec encryption for the traffic from Cash Dispenser to DC, and DR, as advised by the Bank for data confidentiality. Bidder to provide necessary support for testing and making changes in software build in case Bank decides to implement TLS in future.
233	16	27 (iv)(b)	Connectivity between Bank & Vendor location	IP Sec encryption for the traffic from Cash Dispenser to DC, and DR, as advised by the Bank for data confidentiality	This is applicable only for offsite locations?	Applicable for all locations.
234	16	27 (xii)	Connectivity between Bank & Vendor location	The Selected Bidder scope include network designing, last mile, bandwidth, installation, configuration, hardening, maintenance support, proactive monitoring and reporting, change management with service level agreement (SLA) binding the service provider to maintain uptime and application/service quality commitments.	Request to share the Bandwidth required for offsite locations	64 Kbps Bandwidth required at all offsite locations.
235	24	21	Contract Period	The tenure of the Contract will be for a period of 7 (seven) Years from date of acceptance of the installations for supplying the proposed solution for Bank of Maharashtra.	Please provide clarify on the ownership of the assets post completion of 7 years	Ownership will remain with Bank after seven years

Sr. No.	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions	Bank's reply
236	29	39 (b)	Payment Terms	100% of the value of the Cash Dispenser will be paid within 30 days after successful commissioning.	In case CD is not commissioned within 8 weeks due to reasons attributable to the Bank then the bidder shall be made payment considering such cases as deemed installation	No Change in RFP Clause
237	31	45 (a) (5), (6) & (7)	Exit Option & Contract Re-negotiation	The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:	Cure period of 60 days should be given to the bidder	No Change in RFP Clause
238	31	45 (c)	Exit Option & Contract Re-negotiation	The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time.	Bidder should also be given the right to re-negotiate the price and terms	No Change in RFP Clause
239	34	54 (d)	Termination	Bank reserves the right to terminate the contract at its sole discretion by giving three months' notice without assigning any reasons.	Bank should pay foreclosure charges in case of pre-mature termination	No Change in RFP Clause
240	35	60	Liquidated Damages	If there is a delay by the bidder in the delivery of the complete hardware and software as will be mentioned in the purchase order, the bidder will be liable to pay a sum of Rs.10000/- per site per week	Request to change the penalty amount to INR 1000 per week	No Change in RFP Clause
241	36	61	Penalty Terms:	Penalty Terms	Exclusions to be mentioned by bank separately for all penalty clauses	No Change in RFP Clause
242	36	61 (ii)	Penalty Terms: Incentive/ Penalty for uptime/ downtime	The Bidder shall maintain 98% overall uptime for each Cash Dispenser.	Downtime related to EOD and other planned activities should be excluded. Also downtime due to force majeure, reasons should be excluded	No Change in RFP Clause
243	36	61 (iii)	Penalty for non-supply of consumables/ Low quality consumables	Penalty of Rs.1000/- per day per Cash Dispenser will be deducted towards non-supply of consumables as reported by the branches/offices.	Request to change the penalty amount to INR 100 per day	No Change in RFP Clause
244	36	61 (iv) (i) & (ii)	Cash Out Penalty shall be charged as under	i) Rs.1000/- per endpoint up to 3 hours. In case the cash out extends beyond 3 hours, then Rs.1000 for each hour. ii) Additional Rs.5000/- if cash out continues beyond 12 hours, for each block of 4 hours.	Request to change the penalty amount to INR 100 per endpoint upto 3 hours and INR 500 for cases beyond 12 hour	No Change in RFP Clause
245	37	61 (vi)	Penalty for Cash Dispenser Camera Images/ footages	If Bidder is unable to provide images within 3 days then a penalty of Rs.1000 /- will be charged.	Request that this penalty be removed as bidder will also pay disputed amount.	No Change in RFP Clause
246	64		COMMERCIAL BID - FORM-II	Annual Maintenance Cost for Cash Dispenser for 4 years(applicable upon completion of Three years Warranty) - (Rate per month/machine) Managed Services cost for 7 years (Rate per year/machine)	Under Rate Per Unit: AMC to be as Rate per year/machine MS to be as Rate per month / machine	Commercial Bid Form revised
247	64		COMMERCIAL BID - FORM-II	Total Cost of ownership (1+2+3+4+5+6+7)	TCO is not calculating for whole contract period of 7 years, since it's only A'B i.e., qty*rate(per year or per month). There is no multiplier for the term period. Need clarity.	Commercial Bid Form revised
248	5		EMD	Bidder should submit Bid security for Rs 25,00,000	Government of India has issued guidelines to waive of EMD for RFP's. Request bank to confirm this	Bid Security declaration shall be accepted.
249	51	4.1	Screen Specification	15"LCD with Touch screen and 8 function keys	We request bank to make function keys as optional so that we can offer the latest and the best model with Touch only functionality	Change Accepted
250	53	7.9	Integrated Cash Dispenser Surveillance Solution	Machine should support second camera if required which would be deployed by the Bank in Cash Dispenser lobby.	Please clarify if ATM to be supplied with 2 nd camera or not	
251	53	10.12	Others	Cash Dispenser should have pin pad shield covering all three sides.	We recommend going with standard protection comes with ATM design. Having PIN pas shield could lead to hidden camera attack	OK. Accepted.
252	54	11.4	Transactions to be made available at the Cash Dispenser with Interface / connectivity to Bank's ATM Switch and Core Banking Software	Biometric Finger printer reader with Software (UIDAI Approved Standard). The bidder should upgrade the Biometric Finger printer reader with Software during the contract period as per UIDAI/any statutory authorities guidelines/directions without any additional cost to the Bank. Bank may ask to implement as and when required.	We can comply to current spec / requirement. Future requirement cannot be estimated and costed as per of this proposal. Request bank to amend this clause accordingly	No Change in RFP Clause
253	31	43	Loading of Anti-Virus Solution	Bank of Maharashtra is implementing an Enterprise-wide Anti-Virus Solution across all the branches. The successful bidder will cooperate with the existing bidder of the Anti-virus solution for loading of the Anti-Virus solution on the servers /desktops or hardware, if any forming part of the proposed solution.	NCR use whitelisting solution. Request bank to provide details on the functionalities expected as part of Anti-virus.	Antivirus solution is not required if necessary protection is available with TSS.
254	26	30	Aadhar ACT 2016	The Successful bidder must comply to Aadhar Act 2016 and the subsequent amendments as applicable to the products/services.	Request bank to explain what are the things need to be considered under Aadhar Act?	As the CDs to be supplied should have Biometric Authentication system. Hence guidelines of Aadhaar Act 2016 will be applicable.
255	51	85 / 1.12	Processor and Hardware	Trace Features (Provide log file for all Messages received and sent by cash dispenser. Especially in networked conditions, log should provide information from where the message is received and to which the message sent on their IP addresses)	ATM logs the messages for debug purpose. As ATM is talking to Switch, Request bank to remove the IP address requirement.	No Change in RFP Clause
256	53	8.1	8. Software Agent	Should be capable of interface using ISO message standard with Bank's ATM switch.	Request bank to clarify the statement.	No change in RFP clause.
257	54	11.4	11. Transactions to be made available at the Cash Dispenser with Interface / connectivity to Bank's ATM Switch and Core Banking Software	Biometric Finger printer reader with Software (UIDAI Approved Standard). The bidder should upgrade the Biometric Finger printer reader with Software during the contract period as per UIDAI/any statutory authorities guidelines/directions without any additional cost to the Bank. Bank may ask to implement as and when required.	As UIDAI specifications are changing frequently, Request bank to provide details on the UIDAI standard	It will be shared with successful bidder.
258	56	3.4	TERMINAL ACCESS MANAGEMENT including One TIME Admin Access	The solution should allow for the remote user management.	Can you please clarify on user management?	Clause removed from the RFP
259	93	5	Requirements of Central Application Software		Can you please clarify what is Central Application software?	Terminal Security Solution

Sr. No.	Page #	Point / Clause #	Main Clause name	Clarification point as stated in tender document	Comment / Suggestions	Bank's reply
260	24	19	Location of project implementation.	Bank reserves the right to make changes in the locations.	Changes in the locations to be intimated before dispatch. After dispatch change in locations will lead to returning units back to plant which involve cost.	No Change in RFP Clause
261	29	b.	Payment term	100% of the value of the Cash Dispenser will be paid within 30 days after successful commissioning.	If installation is pending for 15 days after delivery due to Bank dependency, then deemed installation need to be accepted by Bank & allow NCR to submit claim for payment.	No Change in RFP Clause
262	36	1	Penalty Terms	If the bidder.... liquidated damages @ 5% of the Cash Dispenser Price will be charged for every week's delay subject to maximum of 10 % of the Cash Dispenser Price.	Liquidated damages @ 0.5% of the Cash Dispenser Price will be charged for every week's delay subject to maximum of 5 % of the Cash Dispenser Price.	No Change in RFP Clause
263	27	33	Eligibility Criteria	e) Turnover of the bidder should be at least Rs.100 Crores per year from business in last three financial years i.e. 2017-18, 2018-19 & 2019-20. The bidder should have made net profit or should have positive net worth during any two of the last three consecutive financial years.	Request to modify the clause as - e) Turnover of the bidder should be at least Rs.25 Crores per year from business in last three financial years i.e. 2017-18, 2018-19 & 2019-20. The bidder should have made net profit or should have positive net worth during any two of the last three consecutive financial years.	No change in RFP Clause.
264	29	39	Payment Terms	b) 100% of the value of the Cash Dispenser will be paid within 30 days after successful commissioning. The payment will be made on receipt of the invoices along with installation report and acceptance certificate duly acknowledged by Bank of Maharashtra subject to submission of Performance Bank Guarantee	Request to add the clause - Incise of installation is delayed beyond 30 days from the date of delivery of machine at site due to Bank dependency, then it should be considered as deemed installed and Bank should release 100% payment within 7 days.	No Change in RFP Clause
265	74	12	95. Annexure-N: Eligibility Evaluation	Proof for the production unit / factory of the brand of Cash Dispensers having ISO 9001:2008 certification. If the production units are outside India, it should meet equivalent international standards. Relevant proof should be submitted	Request to consider the latest ISO 9001:2015 certification.	Revised clause is as under: Proof for the production unit / factory of the brand of Cash Dispensers having ISO 9001:2008/ 9001:2015 certification. If the production units are outside India, it should meet equivalent international standards. Relevant proof should be submitted
266	28	36	Support	The bidder should ensure 24 X 7 support team at all the locations. The bidder should be able to provide efficient and effective support at all locations so as to meet 24*7 hrs service support with maximum 4 hrs response time – A commitment to this effect should be furnished.	As exception, there can be site which is in semi-urban / rural region which could impact / Intend the response time beyond 4 hours due to restrictions and MHA guidelines. As per the current scope there are no exclusions mentioned hence same need to be considered.	No Change in RFP Clause
267	37	61 - vi		Bidder should provide images/footages in case of disputed transactions/ or as and whenever required by the Bank. If Bidder is unable to do so for any reason, the Bidder will be liable to pay the disputed amount plus costs incurred by the Bank towards satisfaction of the disputed amount. If Bidder is unable to provide images within 3 days then a penalty of Rs.1000 /- will be charged.	TAT for submission of footage to be made to 5 working days.	No change in RFP clause.
268	36	61/ii	Incentive/ Penalty for uptime/downtime	The Bidder shall maintain 98% overall uptime for each Cash Dispenser. The penalty for not maintaining target availability will be applicable for individual Endpoints level.	Please revise the clause as "The Bidder shall maintain 98% overall uptime for each Cash Dispenser as per agreed SLA. The penalty for not maintaining target availability will be applicable for individual Endpoints level".	No Change in RFP Clause
269	36	61/ii	Penalty	Availability Penalty amount	-	No Change in RFP Clause
270	36	61/ii	Penalty	95% to less than 98% - 5% of Charges Payable	Penalty capping to be revised to 2.5%	No Change in RFP Clause
271	36	61/ii	Penalty	92% to less than 95% - 10% of Charges Payable	Penalty capping to be revised to 5%	No Change in RFP Clause
272	36	61/ii	Penalty	less than 92% - 25% of Charges Payable	Penalty capping to be revised to 10%	No Change in RFP Clause
273	36	61/iii	Penalty for non-supply of consumables/ Low quality consumables:-	Penalty of Rs.1000/- per day per Cash Dispenser will be deducted towards non-supply of consumables as reported by the branches/offices. In case the Bidder supplies low-quality consumables in the Cash Dispenser and if it is reported that the functioning of the Cash Dispenser machine is problematic due to low-quality consumables utilized in the Cash Dispenser, the bank will impose a penalty @ Rs.1000/- for each Cash Dispenser per instance per day till the consumables are replaced.	Penalty capping to be revised to Rs 500 per incident related to consumables.	No Change in RFP Clause

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274	36/37	61/iv	Cash Out Penalty shall be charged as under:	If any Cash Dispenser/ ATM is having cash less than Rs.1.00 Lakhs it will be treated as Cash Out. (i) Rs.1000/- per endpoint up to 3 hours. In case the cash out extends beyond 3 hours, then Rs.1000 for each hour. (ii) Additional Rs.5000/- if cash out continues beyond 12 hours, for each block of 4 hours. Example: If a cash out incident is closed within 3 hours, the penalty shall be Rs. 1000/- only. However, if it is closed in 26 hours, the penalty would be Rs. 30,000/- (Rs. 10,000/- for 12 hours +Rs. 5000/- x 4 for next 12 hours). Bank shall levy penalty of Rs.1000 per incident, if Reject Bin full is not cleared within 4 hours for CDs deployed at Offsite locations. +Rs. 5000/- x 4 for next 12 hours) Bank shall levy penalty of Rs.1000 per incident, if Reject Bin full is not cleared within 4 hours for CDs deployed at Offsite locations.	Cash Out incidents & penalties will depend on case to case issues, i.e Bank dependencies & Bidders failure. Post clarification penalty will be imposed. Penalty capping to revised on Rs 1000/- on cash out incidents & not on hourwise slabs. AS MHA guidelines needs to be considered on the same. Penalty on Reject bin to be revised on Rs 500/- incident after considering MHA guidelines. Maximum penalty to be capped at 2%.	No Change in RFP Clause
275	37	61/v	Penalty under EJ Pulling services and EJ Reconciliation:-	Bidder has to ensure that the success rate of EJ pulling is at least 98% on T+1 basis and 100% on T+3 basis. In case of non-submission of 100% EJ on T+3 basis, Bank will charge a penalty of Rs.1000/- per day per Cash Dispenser. Further, in case of any claims of the cardholder by the Bank in the event of non-availability of EJ and EJ reconciliation, the Bank will recover the amount from bidder claimed by the cardholder.	Penalty capping to be revised to Rs 500 per Cash Dispenser	No Change in RFP Clause
276	37	61/viii	Monthly Management Review by Bidder	Successful bidder has to take monthly Management Review of the performance of Cash Dispenser/ ATM installed and submit a summary report with detailed analysis to Bank within 7 days of succeeding month, failing which, penalty of Rs.1,00,000/- (Rupees One lakh only) per month will be recovered from the payments due.	Bidder to ensure monthly performance reports are submitted within 10 days of the succeeding month. While penalty clause to be deleted.	No Change in RFP Clause
277	9	9	Scope of Work	In future, if RBI or any other regulatory authority issues guidelines for development / implementation for more options in regional languages, the same should be provided to the Bank without any additional cost.	Bidder to honour the regulatory changes till the PO is issued and post that any changes will be on mutually agreed terms and rates.	No Change in RFP Clause
278	13	23 (vi)	AMC & First Line/Second Line Maintenance of equipment's at Cash Dispenser sites (SLM) during the period of contract	Selected bidder has to provide Cash Dispenser camera image and external dome camera image free of cost, whenever Bank requires the same.	Retrieval of images require engineer visit and hence these needs to be reimbursed by the Bank or a cap of maximum one visit per month.	No Change in RFP Clause
279	29	39	Payment Terms	b) 100% of the value of the Cash Dispenser will be paid within 30 days after successful commissioning. The payment will be made on receipt of the invoices along with installation report and acceptance certificate duly acknowledged by Bank of Maharashtra subject to submission of Performance Bank Guarantee	Request to add the clause - In case of installation is delayed beyond 30 days from the date of delivery of machine at site due to Bank dependency, then it should be considered as deemed installed and Bank should release 100% payment within 7 days.	No Change in RFP Clause
280	10	19 (B)	Scope of Work	Cash Loading / Replenishment (as and when required)	There is no clarity on cash replenishment or EOD frequencies. Request Bank to provide a clarity on Cash Management Scope.	Cash Loading & EOD should be done every alternate day.
281	13	ix	SCOPE OF WORK FOR ONE TIME COMBINATION LOCK (OTC) SOLUTION:	Bidder will provide training to Bank custodians for Digital OTC lock operations.	Bidder will provide support/training during installation of machine to the respective branch.	No Change in RFP Clause
282	18/19	33	Insurance a)	a) The Bidder should ensure that the cash of the Bank handled by them in the vault/in transit/in CD is adequately insured with the bank as beneficiary. (If cash management service is provided by bidder)	In case of CRA activities for Offsite locations managed by the Bidder Fidelity and Cash in Transit insurance will be under the scope of Bidder. However, cash loss due to theft vandalism or natural calamities etc insurance for the same will be borne by the Bank.	No Change in RFP Clause
283	18/19	33	Insurance b)	b) Insurance coverage should be equivalent to the actual value of cash being handled at each Vault location and / or in Transit and / or in CD.	In case of CRA activities for Offsite locations managed by the Bidder Fidelity and Cash in Transit insurance will be under the scope of Bidder. However, cash loss due to theft vandalism or natural calamities etc insurance for the same will be borne by the Bank.	No Change in RFP Clause
284	18/19	33	Insurance d)	In case of any cash Loss, the Bidder should reimburse the loss amount to the Bank immediately, without waiting for settlement of Insurance claim.	In case of any cash loss, Bidder will conduct preliminary investigation and reimbursement will be done on mutual agreed timelines.	No Change in RFP Clause