	Page #	Point / Section #	Main Section na	Clarification point as stated in tender docum	tion, Maintenance of Cash Recycler and providin	Bank's Response	Response Categor
		3.22	Preference for Public		Request Bank to consider all the circulars released by DPIIT,	In line with Public Procurement (Preference to Make in India)	No Change
-	10	5.22	Procurement		Gol till date on the Public procurement policy as under:	order 2017 guidelines and subsequent	No chunge
			(Preference to Make			revisions/clarifications/amendments issued by ministry of	
			in India):	the bids.	Guidelines on Public Procurement (Preference to Make in	commerce and industry, Department of promotion of industry	
					India), Order 2017 (PPP-MII Order and subsequent revisions	and internal trade, GOI, bids will be evaluated by the Bank.	
					in 2018~19 with last revision dated 16th Sep 2020 thereto		
					will be applicable for this RFP and Public Procurement		
					(Preference to Make in India), Order 2017 – Revision vide		
					Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018 -		
					Revision order No. P-45021/2/2017-PP (BE-II) dated		
					16.09.2020 and as per subsequent guidelines issued by Govt		
					of India procurement manual updated up to June 2022 and		
					clarification office memorandum 04th March, 2021		
					regarding non-local suppliers in respect of imported		
					products in which clearly states that any Bidder who is		
					importing the product will fall under NON-LOCAL-		
					SUPPLIER, and should not be considering them as Class I or		
					Class II local suppliers for "on Make in India" Preference.		
2	82	7.24	ANNEXURE 25:	CERTIFICATION FOR LOCAL CONTENT	The RFP in its current form and shape is violating the Gol	In line with Public Procurement (Preference to Make in India)	Change proposed for r
			FORMAT FOR LOCAL		guidelines on Public procurement policy and allows "Non	order 2017 guidelines and subsequent	
			CONTENT		local suppliers" offering imported product being qualified as	revisions/clarifications/amendments issued by ministry of	
				This is to certify that proposed RFP# 11/2022-23 for	"Class-I/Class-II" suppliers due to consideration of SERVICES	commerce and industry, Department of promotion of industry	
				Supply, Installation, Maintenance of Cash Recycler and	component in TCO into Local content calculation. This	and internal trade, GOI	
				providing Managed Services for 7 years is having the	defeats the overall purpose of "Make in India" and doesn't		
				local content of% as defined in the above	support the local manufacturers who have spent sizeably in		
				mentioned RFP and amendment thereto.	setting up of the state of the art plant and infrastructure in		
				This certificate is submitted in reference to the Public	India for manufacturing of ATMs/CRMs and unlawfully		
				Procurement (Preference to Make in India), Order 2017	qualifies Vendors who supply imported product.		
				- Revision vide Order No. P-45021/2/2017-PP (BE-II)			
				dated 04th June, 2020.	Request Bank to consider all the circulars released by DPIIT,		
				Issued by Department for Promotion of Industry and	Gol till date on the Public procurement policy as under and		
				Internal Trade, Ministry of Commerce and Industry, Gol.	modify the Local content certificate accordingly:		
					Guidelines on Public Procurement (Preference to Make in		
					India), Order 2017 (PPP-MII Order and subsequent revisions		
					in 2018~19 with last revision dated 16th Sep 2020 thereto		
					will be applicable for this RFP and Public Procurement		
					(Preference to Make in India), Order 2017 – Revision vide		
					Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018 -		
					Revision order No. P-45021/2/2017-PP (BE-II) dated		
					16.09.2020 and as per subsequent guidelines issued by Govt		
					of India procurement manual updated up to June 2022 and		
					clarification office memorandum 04th March, 2021		
					regarding non-local suppliers in respect of imported		
	1		1	1	products.	1	1

4	43	6.61	Solutions	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. If all the functionality of Antivirus is managed by Terminal Security Solution (TSS) then Anti -virus is not required	Bidder does not advocate the installation of Antivirus in ATMs as it can negatively impact the machine performance and availability. Instead Bidder recommends the installation of a while listing solution which provides better protection and reduces the operational burden of constant upgrade requirements. Request Bank to remove Antivirus requirement. We offer a comprehensive Application whitelisting along with purpose built Anti-virus engine. Our recommendation is not to load an additional AV which may interfere with the ATM functioning. Request Bank to look into this and amend the spec accordingly	RFP clause self explanatory, bidder has to provide TSS functionality in recyclers in line with the RBI guidelines	No Change
5	89	7.28	OF WORK, Sub Clause - Project Scope	this RFP shall comply with all the guidelines as and when issued by RBI, IBA, NPCI/NFS, UIDAI guidelines, any other authority/regulatory, GOI guidelines. In future, if	as this has commercial implication. As Bidder cannot envisage the regulatory guidelines that may come in next three years post deployment of these CRMs, we request Bank to consider all the regulatory upgrades as and when issued by RBI, IBA, NPCI/NFS, UIDAI, GOI etc. to be	No change in RFP Clause	No Change
6	89	7.28	OF WORK, Sub Clause - Project Scope	deployment to be completed as per Bank of Maharashtra requirement. The Vendor shall be responsible for delivery of Cash Recycler ordered at all the sites and for making them fully operational within 6 weeks from the date of delivery instruction for locations where road permit is not required and 8 weeks where road permit is required (co-ordination, liaising etc. with respective authorities for obtaining entry / road permit has to be done by Vendor) at no additional charge.	Bidder Requests bank to do amendment of clause as : "The delivery will be spread across pan India and deployment to be completed as per Bank of Maharashtra requirement. The Vendor shall be responsible for delivery of Cash Recycler ordered at all the sites and for making them fully operational within 8 weeks from the date of delivery instruction for locations where road permit is not required and 10 weeks where road permit is required (co-ordination, liaising etc. with respective authorities for obtaining entry / road permit has to be done by Vendor) at no additional charge"	3)The delivery will be spread across pan India and deployment to be completed as per Bank of Maharashtra requirement. The Vendor shall be responsible for delivery of Cash Recycler ordered at all the sites and for making them fully operational within 8 weeks from the date of delivery instruction for all locations.Necessary co-ordination, liaising etc. with respective authorities for obtaining entry / road permit has to be done by Vendor at no additional charge.	Changes to enhance participation
7	89	7.28	OF WORK, Sub Clause - Project Scope	various control measures as per the RBI/IBA/NPCI/VISA/MASTER/ any other statutory authorities' guidelines including Hard Disk encryption,	Request Bank to provide clarification that TSS solution servers should be HOSTED at Bidder / their partner location OR at Bank premises PR (DC) and DR location. Also BIOS password to be managed by custodian at the time of installation / handover. We will have a whitelisting of HDD and protect it through a password when installed. Request Bank to look into the same	Bidder is expected to host TSS soultion at their own premises	No Change

8	91		ANNEXURE C: SCOPE OF WORK, Sub Clause - Project Scope	iii.The Cash Recycler will support functionality of inter- operable Cardless cash withdrawal (ICCW) using UPI (unified Payment Interface) platform.	We request Bank to clarify the requirement of server hardware and Software requirement for ICCW implementation. ICCW is supported on our recyclers. Bank to clarify back-end readiness and how the QR code data being sent to ATM and notification management so that we can scope this properly	RFP Clause self explanatory. The details reagrding readiness and solution identified for implementation of ICCW shall be shared with the successful bidder.	No Change
9	109		ANNEXURE H: TECHNICAL SPECIFICATIONS	RFP shall comply with RBI, IBAthe bidder shall arrange for its compliance / up-gradation and bear the cost for	We will offer latest available specifcation of the Recycler and will comply to latest requirement as per Bank / RBI guideline. Any additional changes beyond UAT sign-off should be considered as a new request and a mutual discussion is required for any changes and further charges based on the new scope. We request Bank to look into this aspect	No change in RFP Clause	No Change
10	109		ANNEXURE H: TECHNICAL SPECIFICATIONS	Intel core i5 Processor with 3.3 Ghz, 12MB cache and 9th generation or above.	Our current offer is Intel 10th Generation with 3.10 GHz base speed and 3.3GHz or more Turbo speed. These processors are designed to be used in an embedded systems like ATMs for longer support cycle from Intel hence request Bank to amend the close as "Intel core i5 Processor 10th Gen with 3.1 GHz / 3.3GHz Turbo speed or above with 12MB cache"		Changes to enhance participation
11	109		ANNEXURE H: TECHNICAL SPECIFICATIONS	2x 1TB SATA HDD (Minimum)	We recommend using of SSD over HDD with the below spec which is designed for Win 10 environment. Also the sizing is done based on overall scope and future any requirements may come up 1x500GB SSD or above and 1x1TB HDD or above	No cahnge in RFP clause.	Changes to enhance participation
12	109		ANNEXURE H: TECHNICAL SPECIFICATIONS	Windows 11 Operating System or above with latest	LTSC which is critical for the ATMs which are expected to be supported for 5 to 7 years. Currently we will be in a position to supply Win 10 2021 H2 LTSC which will have support till 2031 which is far ahead of support required as per the RFP scope. Request Bank to remove Win 11 from the Spec and make it as Win 10 2021 H2 LTSC or higher	1.7 Bidder should provide Cash Recyclers with Licensed Windows 10 Operating System or above with latest service pack or any other higher Operating Systems with latest updates. Bidder is responsible to upgrade the OS of Cash Recyclers or higher version before expiry of extended support of Service Provider 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.	Changes to enhance participation
13	111		ANNEXURE H: TECHNICAL SPECIFICATIONS	4.1: 15″ LCD with Touch screen and 8 function keys. Should support Industry Standard Protective Touch Screen		Function Keys are Optional, subject to adherence with all guidelines from RBI/IBA for visually challenged / differently abled persons.	Changes to enhance participation
14	111		ANNEXURE H: TECHNICAL SPECIFICATIONS	4.4: Touch screen with support for visually handicapped through Function Defined Keys 4 + 4 AND EPP	•	Function Keys are Optional, subject to adherence with all guidelines from RBI/IBA for visually challenged / differently abled persons.	Changes to enhance participation
15	111		ANNEXURE H: TECHNICAL SPECIFICATIONS	5.2: Cash Recycler should be capable to accept/dispense all denominations Rs.50, Rs.100, Rs.200, Rs.600 & Rs.2000	We hope that Rs.600 is a typo error and to be read as Rs.500	5.2: Cash Recycler should be capable to accept/dispense all denominations Rs.50, Rs.100, Rs.200, Rs.500 & Rs.2000	Change proposed for more clarity
16	112	7.33	ANNEXURE H: TECHNICAL SPECIFICATIONS	5.14: Cash Recycler offered must pass Genuine Note Recognition Test for Indian currency notes with 100% accuracy along with 100% trace with serial number of the currency notes to	Any device has an element of tolerance and 100% acceptance is not reasonable with the note condition in field. Request Bank to look into this matter	No change in RFP Clause	No Change

17	112	7.33	ANNEXURE H:	5.17: Cash Recycler must pass the test to identify the	Year of printing cannot be read correctly, however if bank is	No change in RFP Clause	No Change
			TECHNICAL	year of issue of the Indian Currency Note with 100% accuracy in single test.	looking for denominations prior demonetization the same is achieved through an active Currency Template available with CRM. Request Bank to clarify the same		
18	114	7.33		7.13: If camera is masked or wire is cut then machine should give alarm.		No change in RFP Clause	No Change
19	114	7.33		10.2: DMP/Graphic Thermal Journal Printer to print audit trail	DMP is no more offered and now all are stored in an EJ for faster and reliable reconciliation system. Request Bank to remove JP from the specification.	Journal Printer is removed from the specification	Changes to enhance participation
20	114	7.33	ANNEXURE H:	10.4 Machine should be print customers slip in HINDI, ENGLISH and Regional Language.	The ATM application and receipt printer supports printing of images with text in any language of the banks choice. The banks switch need to be customized to print the appropriate images in the customer receipts as per customer language selection. Required images to be shared by bank to support this requirement. Requesting Bank to look into the same	Machine should support printing of images with text in Hindi,	No Change
21	114	7.33	TECHNICAL	10.11: Cash Recycler should have pin pad shield covering all three sides. It should be industry standard protection	We designed our ATM/CRM such a way that the PIN PAD is recessed and there are no handing parts to prevent skimming attacks. Request Bank to amend the clause as "Cash Recycler should have pin pad shield covering the PIN PAD. It should be industry standard protection"	Amended clause is as under. Cash Recycler should have pin pad shield covering the pin pad to provide industry standard protection.	Changes to enhance participation
2	115		TECHNICAL	12.6: Reject BIN or Divert cassette bin with lock and key/latch/Secure Tag with capacity to hold at least 600 notes	notes with a full size cassette for non dispensing notes also	Amended clause is as under. We request Bank to look into the capacity of cassette and Reject Bin in holistic terms. A Reject bin with a min. of 200 notes with a full size cassette for non dispensing notes also acceptable to Bank as over all capacity is much higher than what asked by the Bank	Changes to enhance participation
23	115	7.33	TECHNICAL	13.3 Cash Recycler should be preloaded with CEN XFS 3.0 compliant layer or equivalent layer and should be capable of running multi-vendor software	Bank has rightly asked for CEN XFS 3.20 elsewhere in the RFP which is the requirement for the MV software. Request Bank to make CEN XFS 3.20 or above as a minimum requirement instead of 3.10		Changes to enhance participation
24	116	14.7	TECHNICAL SPECIFICATIONS	Bank stickers consisting of instruction set to the customers for operating Cash Recyclers have to be affixed at Bidder's is cost on the fascia at the time of installation.	Bank to provide the content/dimensions if any so that same can be added into the scope		No Change
25	118	3.5	ANNEXURE H:	The solution should support online and offline password management.	Password solution can either be offline or online. It cannot support both. As per the RBI guideline, we will be implementing time-based admin access control which is onetime use. There is no offline method to disable or login to an ATM hence requesting Bank to clarify the same	No change in RFP Clause	No Change
26	118	5.6	ANNEXURE H:	5.6 The solution should provide SMS and E-mail alerts for significant /critical events/changes.	This requirement is for the Application whitelisting alerts, please do confirm. Also Bank to provide infrastructure for SMS and email. Please clarify	Bank will provide infrastructure for SMS and email	No Change

27	109	1.9	7.33.ANNEXURE H: TECHNICAL SPECIFICATIONS	Voice guidance should be available in 2 languages (English and Hindi) as per the IBA standards. Other normal voice guidance should be available in 7 languages. (Bengali, Gujarati, Hindi, Kannada, Malayalam, Marathi & Telugu). Required audio files should be provided by the vendor in a standard format.	RBI mandates VG only in English and Hindi languages. Request the bank to make other regional languages optional	No change in RFP Clause	No Change
28	109	5.1	7.33.ANNEXURE H: TECHNICAL SPECIFICATIONS	Should support card less transactions for account based transactions. Should have capabilities to accept the deposits and make withdrawal through QR code scanning, NFC & Bio metric authentication.	Bidder's offered specification of the machine will support cardless transactions which are driven by the switch and comply to the NDC specifications. Any transactions which require custom development or 3rd party integration cannot be considered to be a part of this RFP unless the integration details are made available. Request the bank to confirm the same.	The transactions will be switch driven only.	No Change
29	109	8.2	7.33.ANNEXURE H: TECHNICAL SPECIFICATIONS	Should be capable of interface using ISO message standard with Bank's ATM switch	Bidder's offered specification of the machine communicates with the switch using the NDC protocol and does not rely on any ISO messaging standard. Request the bank to confirm if the same is okay or if not to provide the ISO messaging standard specifications in advance		Changes to enhance participation
30	4	Annexure C scope of work	Cash Reconciliation/Mana gement (For Location wherever cash management is entrusted to bidder):	by third working day the difference amount will be recovered from Vendor on fourth working day	Bank is requested to confirm in SOW , that such discripency would be highlighted in T+2 of CBR submission& Bidder will take upto 7 days to conclude this& may request additional suppoting like switch and GL details.	No change in RFP Clause	No Change
31	6	Annexure C scope of work	The Bidder shall make necessary configurations and operationalize OTC Lock. The bidder shall provide training to branch officials for day to day operations.	The bidder shall provide training to branch officials for day to day operations. The bidder will dispatch the Keys pertaining to branches / offices	providing training and Keys. Bidder would also want to know	The Bidder has to supply the Black/Red Keys to the Branches based on the indent received. Necessary support for the solution/utility deployed by the bidder for OTC has to be provided by the bidder. The OTC solution deployed in the Bank is provided 2 dieferent OEMs. The practice followed by branches shall be shared with the successful bidder.	No Change
32	7	Annexure C scope of work	The Bidder shall make necessary configurations and operationalize OTC Lock. The bidder shall provide training to branch officials for day to day operations.	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.	Bidder confirms, any integration may have additional cost/Bank IT support& bank is requested to consider as and when required to implement	RFP clause is self explanatory	No Change

33	92		30) Functional Requirements	In the event of the Bank requiring EJ of a particular transaction, vendor should provide the same within two hours in text format by email to the Branch with reconciliation report of the transactions of the particular day. In the event of non-availability of EJ centrally for whatsoever reason, the vendor should send its personnel to Branch and retrieve EJ from CASH RECYCLER hard disk and assist in reconciliation by providing transaction log, reconciliation report within one day without any additional cost to the Bank.	encrypted, the EJ files will be transferred to customer SFTP server where it will be decrypted for further processing.	In the event of the Bank requiring EJ of a particular transaction, vendor should provide the same within two hours in encrypted form to the Branch with reconciliation report of the transactions of the particular day. In the event of non-availability of EJ centrally for whatsoever reason, the vendor should send its personnel to Branch and retrieve EJ from CASH RECYCLER hard disk and assist in reconciliation by providing transaction log, reconciliation report within one day without any additional cost to the Bank.	Change proposed for more clarity
34	95		& Content	The Vendor should have the facility to extract the electronic journals for all the transactions in each and every Cash Recycler deployed by it to a centralized location server and Vendor should provide a portal from where required enquiry by the branch.	Need more clarity on centralized portal. If this is about EJ viewer, an application server needs to be installed at bank premises to facilitate the requirement	RFP clause is self explanatory	No Change
35	95		33) Centralized Electronic Journal (EJ) pulling, Software & Content distribution at Cash Recycler	The Vendor has to ensure that the success rate of EJ pulling is at least 98% on T+1 basis and 100% on T+3 basis.	We request Bank to consider Exclusions in situations like network outages, ATM down, force majeure etc.	RFP clause is self explanatory. The clause of Force Majeure is available in the RFP document.	No Change
36	96		& Content distribution at Cash	Centralized content distribution to all Cash Recycler within 2 days after Bank provides creative, new/additional Cash Recycler screen sets & audio files etc. and provides details of Successful and unsuccessful upload of the same in Cash Recycler. In case it is not possible to distribute the screens through centralized mode due to size of files or any other issue, the Vendor should update the same by sending engineer onsite without any cost to Bank.	Need to be discussed and agreed with concern team on aligning CEs for the failed cases of remote distributions	RFP clause is self explanatory	No Change
37	90		7.28. ANNEXURE C: SCOPE OF WORK	17) Vendor should have centralized complaint monitoring system in place with toll free number for call logging and web-based call login facility with 24x7 access for Bank/branches/offices.	Bidder hereby confirms that Recycler Monitoring will be done on the basis of live feeds from switch so Bidder request Bank to confirm on the requirement of logging complaints	As a part of Managed Services, bidder has to monitor the uptime of the machines based on the Switch Feed received and lodge complaint for technical issues as and when required.	No Change
38	96	Incident Management	Incident Management	34) Helpdesk & Incident Management Centralized Helpdesk with multiple communication lines as single point of contact for Cash Recycler or any other related issues.	Bidder Request Bank to please share details about " Other Related Issues"	Other related issues refer to technical issues in the machine deployed.	No Change
39	96	Incident Management	Management	ii. The system should drive an automatic process (fault diagnosis, fault segregation, fault ticket generation, assigning owner to the ticket, and call to action, dispatches, progress monitoring, escalation and call closure) to record any type of fault without manual intervention.	a standard industry practice MSPs manage the faults/events of machines through bank switch feeds to MSP monitoring tool.	uptime of the machines based on the Switch Feed received and lodge complaint for technical issues as and when required.	No Change
40	98		Cash Recycler	xiii. Networking of onsite Cash Recycler to the Cash Recycler switch at Bank's DC and DR site will be provided by Bank through branch LAN/ WAN Switch & router and network of Offsite Cash Recycler through various modes like VSAT & CDMA need to be provided by vendor. Banks already have backhaul connectivity for this.	Bank is requested to clarify, if MSP needs to procure VSAT/CDMA for offsite locations. As a standard practice, network vendors (VSAT) supports the backhauling as per the arrangement between "bank & Network vendor" and "The VSAT/CDMA procurer & MSP". Therefor no responsibility of MSP in this.	For Offsite locations, bidder has to provide VSAT or any suitable connectivity and manage the same.	No Change

41	99	Site Maintanence & HSK	41) Site Maintenance and House Keeping services (Optional for off-site location)	The Vendor shall ensure maintenance of all the ATM sites under the proposed contract.	Does SRM includes providing Lan cable, complete wall panelling and Duracell batteries. Bank to clarify	Bidders scope is limited to housekeeping services for offsite locations only	No Change
42	107	7.32. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	i. Penalty for downtime	The Bidder shall maintain 98% overall uptime for each Cash Recycler on monthly basis. For each percentage downtime below 98%, a penalty equivalent to twice the percentage of downtime will be deducted out of total monthly bill amount on per Cash Recycler basis.	Bidder hereby request to have capping of 10% on overall penalty to make the business viable	No change in RFP Clause	No Change
43	107	7.32. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	i. Penalty for downtime	Further, in addition to the above, deduction will be made from the total monthly charges on pro-rata basis for those Cash Recyclers which are down for more than 24 hours	Bidder hereby request to have capping of 10% on overall penalty to make the business viable	No change in RFP Clause	No Change
44	108	Penalty	vi. Penalty for Housekeeping (for offsite location):	The Vendor shall ensure maintenance of all the ATM sites under the proposed contract. The site should be stain free, dust free and the vendor shall ensure the proper ambience of the site. If Vendor 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 very high. Request Bank to please revise and put a cap to make the business viable.	No change in RFP Clause	No Change
45	107	7.32. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	i. Penalty for downtime	Bidder hereby request bank to provide exclusions in uptime calclualtion where Bidder have no control in downtime due to various factors listed in this table	Bidder Request Bank to add below Standard Exclusions in Uptime calculations which are beyond Bidder Control : 1. Force majeure: flood, earthquake, natural calamities and	No change in RFP Clause. The exclusions are alsready included under Force Majeure section.	No Change
46					Instability in the region, area transformer outage 2. In ability of bank's third party vendor to support or meet the SLA	No change in RFP Clause. The exclusions are alsready included under Force Majeure section.	No Change
47	90	7.28. ANNEXURE C: SCOPE OF WORK	7.28. ANNEXURE C: SCOPE OF WORK	18)Bank reserve the rights to outsource the cash management services for Cash Recyclers which will include following areas: - b)Cash Evacuation / Replenishment every alternate days or as a when required and it should be ensured the cash inside the recycler should be enough to work all day for customers. (applicable for cash management handled by bidders)	Bank is requested to allow overnight vaulting, if the cash is to be deposited to Nodal branch from the offsite location CRM,	Will be discussed with successful bidder	No Change
48	90	7.28. ANNEXURE C: SCOPE OF WORK	7.28. ANNEXURE C: SCOPE OF WORK	f)Compliance to RBI MHA & CC swap should be implemented	Bank is requested to allow overnight vaulting, if the Cassette swap is to be followed.	Will be discussed with successful bidder	No Change
49	91	7.28. ANNEXURE C: SCOPE OF WORK	gement (For Location wherever cash management is		Bank is requested to modify the clause as MSP will be able to take the liability only if cash is outsourced to MSP designated CRA and that to be only unexplained cash shortages.	RFP clause is self explanatory. Any shortage of cash due to excess dispensing on account of any technical glitch and physical cash shortage in case of Offsite machines.	No Change
50	91	7.28. ANNEXURE C: SCOPE OF WORK	29)Cash Reconciliation/Mana gement (For Location wherever cash management is entrusted to bidder):	d)GL Reconciliation – Reconciliation of Physical Cash as per CBR (Cash Balancing Report) and GL.	Bank is requested to confirm, if MSP needs to do 3 way recon (GL, EJ, CBR) on T+1 basis for all CRMs, in that case we would need an SFTP with bank where all such files will be exchanges.	Data/ file exchange mechanism will be decided with successful bidder	No Change

51	92	7.28. ANNEXURE C: SCOPE OF WORK	30)Functional Requirements	viii.The Vendor would be responsible for EJ (Electronic Journal) Management in entirety.	Bank is requested to clarify, if the EJ server can be placed at MSP DC/DR and MSP will transfer the same to bank via SFTP on T+1 days.	EJ servers will be hosted at MSP premises	No Change
52	93	7.28. ANNEXURE C: SCOPE OF WORK	31)ONE TIME COMBINATION LOCK (OTC) SOLUTION	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.	In case CRMs are operated by branch staff (cash custody of safe), the cash loss responsibility due to any reason will be with bank only. Bank is requested to confirm if this can be included in contract.	Cash Loss responsibility for excess dispense on account of technical glitch and physical cash shortage in case of offsite Recyclers will be the responsibility of the bidder.	No Change
53	30	6.25	IP Rights	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. 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	Bidder's product documentations and non software deliverables which are Bidder's copyrighted works. Bank may possess and use them only for their internal purpose. Bank may copy and distribute non software deliverables as required but Bank cannot copy and distribute product documentation to third party without Bidder's written	RFP clause is self explanatory	No Change
54	32	6.29	SLA	The selected bidder should execute 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.	SLA terms will undergo change based on requirement. Product and services are provided by NCR/bidder on certain terms which are necessary for business to sustain. Request Bank to make below modification in green: The selected bidder should execute 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 discussed mutually by both the parties and as may be prescribed by the Bank.	SLA will be executed between the two parties in line with all the terms and conditions specified in the RFP.	No Change
55	33	6.31	indemnity	proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of Bidder, its employees, its agents, or employees of the consortium in the	Indemnity should be limited to third party claims only and should not be used as general indemnity. Third party claims are also subject to - prompt notice to Bidder, sole control of defense, cooperation from bank and comply with court order. It will not be aplicable for work done under banks instruction. 1.The general indemnity provision should be limited to suit	No change in RFP Clause No change in RFP Clause	No Change No Change

57	35	6.36	Limitation of liability	Bidder's aggregate liability in connection with	Bidder shall not be liable for any amount greater than total	No change in RFP Clause	No Change
5.		0.00		obligations undertaken as a part of the RFP regardless of	fee charged by Bidder uring the preceeding 12 month for the		
				the form or nature of the action giving rise to such	specific services giving rise to the liability. Hence, the		
					aggregate cap should be limited to (i) product price if the		
				at actual and limited to the Total Order Value.	liability is related to a product supplied by the Supplier; (ii)		
				Bidder's liability in case of claims against the Bank	12 months annual maintenance charges, if the claim is		
				resulting from Misconduct or Negligence of bidder, its	related to services provided by the Supplier		
				employees and Subcontractors or from infringement of	related to services provided by the supplier		
				patents, trademarks, copyrights or such other	The Bank should provide a notice of its claim and the		
				Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	amount of loss or damage along with conclusive evidence to the Service provider to enable the Service Provider to assess		
				0			
				1. "Misconduct" means any act or omission of a party	the claim and the amount of loss or damage.		
				which is willfully intended to harm the interests of the	to see a fight with an the states and the surrough states of her		
				other party, provided however, that willful misconduct	In case of dispute on the claim and the amount claimed by		
				does not include ordinary negligence, an error of	the Bank, such dispute should be resolved through dispute		
				judgement or mistake of a person.	resolution procedure such as Arbitration.		
				2. "Negligence" means an indifference to, and a blatant			
				violation of a legal duty with respect to the rights of the			
				others, being a conscious and voluntary disregard of the			
				need to use reasonable care, which is likely to cause			
				foreseeable grave injury or harm to persons, property,			
				or both. Gross negligence involves conduct that is			
				extreme, when compared with ordinary negligence. A			
				mere failure to exercise reasonable care shall not be a			
				Gross negligence.			
				Bank shall not be held liable for and is absolved of any			
				responsibility or claim / litigation arising out of the use			
58 4	42	6.53	Guarantees	A certificate signed by the CFO / Company Secretary of	Certificate from non qualified person is not admissable in	RFP clause will be modified as	Change proposed for more
				the Company should be submitted before the Pre-	court. The CFO shall not be having the knowledge of	"A certificate signed by the CFO / Company Secretary/ CTO of	clarity
				Delivery inspection confirming that all the components /	hardware/software components whether	the Company should be submitted before the Pre-Delivery	
				parts/assembly software used in the Self Update	refurbished/duplicate/second hand which are going into the	inspection confirming that all the components / parts/assembly	
				passbook printer Kiosk are original new ones and no	machine. Bidder can submit an undertaking signed by the	software used in the Recyclers are original new ones and no	
				refurbished/ duplicate / second hand components/	authorized signatory from the Bidder's end to fulfill this	refurbished/ duplicate / second hand components/	
				parts/assembly/software are used.	requirement of Bank.	parts/assembly/software are used."	
							No. Channes
59 3	32	6.3	Liquidated damages		The Liquidated damages mentioned by Bank in the RFP on account of delay/failing to deliver the goods/services is very	No change in RFP Clause	No Change
				perform the Services within the time period(s) specified			
				in the Contract, the Bank shall, without prejudice to its	broad and onerous. Request Bank to relook into the same		
				in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the			
				in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent	broad and onerous. Request Bank to relook into the same		
				in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual	broad and onerous. Request Bank to relook into the same		
				in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3	broad and onerous. Request Bank to relook into the same		
				in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum	broad and onerous. Request Bank to relook into the same		
				in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the	broad and onerous. Request Bank to relook into the same		
				in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider	broad and onerous. Request Bank to relook into the same		
				in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the	broad and onerous. Request Bank to relook into the same		
60	41	6.5	Source code	in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.	broad and onerous. Request Bank to relook into the same and relax the LD amount.	The application software deployed in the machines should	No Change
60 4	41	6.5	Source code	in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract. The application software should mitigate Application	broad and onerous. Request Bank to relook into the same and relax the LD amount. Source code for the SW used to deliver the project is	The application software deployed in the machines should	No Change
60 4	41	6.5	Source code	in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract. The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP	broad and onerous. Request Bank to relook into the same and relax the LD amount. Source code for the SW used to deliver the project is Bidder's confidential information and IP. Bank cannot have	mitigate Application Security Risks, at a minimum, those	No Change
60 4	41	6.5	Source code	in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract. The application software should mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project). The	broad and onerous. Request Bank to relook into the same and relax the LD amount. Source code for the SW used to deliver the project is Bidder's confidential information and IP. Bank cannot have the right to conduct source code audit by third party auditor	mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security	No Change
60 4	41	6.5	Source code	in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract. 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	broad and onerous. Request Bank to relook into the same and relax the LD amount. Source code for the SW used to deliver the project is Bidder's confidential information and IP. Bank cannot have the right to conduct source code audit by third party auditor as this may lead to IP breach. Also as this is a service,	mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project).	No Change
60 4	41	6.5	Source code	in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract. 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	broad and onerous. Request Bank to relook into the same and relax the LD amount. Source code for the SW used to deliver the project is Bidder's confidential information and IP. Bank cannot have the right to conduct source code audit by third party auditor as this may lead to IP breach. Also as this is a service, Request Bank to remove this clause so that the Bidder can	mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project). The software can be subjected to inspection by Regulators.	No Change
60 4	41	6.5	Source code	in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract. 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	broad and onerous. Request Bank to relook into the same and relax the LD amount. Source code for the SW used to deliver the project is Bidder's confidential information and IP. Bank cannot have the right to conduct source code audit by third party auditor as this may lead to IP breach. Also as this is a service,	mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project). The software can be subjected to inspection by Regulators. Bank also has the right toconduct source code as per regulatory	No Change
60 4	41	6.5	Source code	in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract. 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	broad and onerous. Request Bank to relook into the same and relax the LD amount. Source code for the SW used to deliver the project is Bidder's confidential information and IP. Bank cannot have the right to conduct source code audit by third party auditor as this may lead to IP breach. Also as this is a service, Request Bank to remove this clause so that the Bidder can	mitigate Application Security Risks, at a minimum, those discussed in OWASP top 10 (Open Web Application Security Project). The software can be subjected to inspection by Regulators.	No Change

61	12	3.8	Rejection of Bids	Bank reserves the right to reject any or all the bids or scrap the bidding process at any stage without assigning any reason.	Request the bank to assign the reason to the respective rejected bidder to institute a fair practice in the process.	No change in RFP Clause	No Change
62	15	С	c) Commercial Evaluation:	In case only Two bidder participated in the tender process, reverse auction may not be conducted and the commercial bid submitted by the bidder will be considered . However, Bank's decision will be final in this regard.	Request bank to confirm on RA or seal bid evaluation	RA shall be conducted in line with GeM RA process.	No Change
63	19	3.23	Earnest Monde Deposit	The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract / order.	The bank must not recover any pending dues by the bidder from any other contract/order. The current contract terms & conditions must be independent & unrelated to any other contract of the bidder with the bank.	No change in RFP Clause	No Change
64	19	3.24	Commercial	Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank.	Any service which is not explicitly mentioned in the scope of work/RFP document should not form the part of the RFP and must be part of additional service/requirement. The service/requirement if rendered by the bank, the payment for the same will be additional at mutual discussed rates with the bidder.	No change in RFP Clause	No Change
65	20	3.28	Evaluation of offers	Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document.	Request the bank to remove this clause and clarify clear criteria of selection process in the RFP/corrigendum.	No change in RFP Clause	No Change
66	21	3.33	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.	Request the bank to not consider this clause and amend that the terms & conditions of the extended contract period should be determined based on the environmental/economic factors of that period.	No change in RFP Clause	No Change
67	21	3.35	Repeat Orders	Bank of Maharashtra reserves the right to place repeat order/s to the extent of +25% & -50% of original order both in terms of quantity and amount on the bidder under the same terms and conditions within a period of two years from the date of acceptance of first purchase order by the bidder.	Request the bank to amend/remove the clause as the order quantity changes cannot be - 50% , since this would hurt the commercial quoted and the income stream of the bidders badly. Consider the changes in order quantity by +/- 10% only to institute good faith of the bidders in the order.	No change in RFP clause.	Changes to enhance participa
68	21	3.35	3.35. Repeat Orders	Bank of Maharashtra reserves the right to place repeat order/s to the extent of +25% & -50% of original order both in terms of quantity and amount on the bidder under the same terms and conditions within a period of two 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 prices.	Request bank to consider repeat orders within period on 1 years only	No change in RFP clause	No Change
69	21	3.35	Terms and Conditions	The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.	This will cause unnecessary hardship to Bidder, as the pricing is provided based on financial model. This will render project financially unviable for Bidder.	No change in RFP Clause	No Change
70	25	6.8	Right to alter scope	Bank reserves the right to alter the proposed scope at any time before finalizing the bidder.	Request the bank to not alter the proposed scope post receiving the bids from the bidders.	No change in RFP Clause	No Change

71	25	6.10	6.10. 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 per Annexure 13. The performance guarantee would be for the entire period of the Contract plus 6 months .	Request bank to consider BG for tenure on 1 year renewable annually+ claim period	No change in RFP Clause	No Change
72	25	6.1	Performance Bank Guarantee		We request bank to increase the PBG submission days atleast for 45 working days	No change in RFP Clause	No Change
73	26	6.14	Terms and Conditions	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 / Amendment 2008 and subsequent amendment 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.	All the losses should be on proven basis	RFP clause is self explanatory	No Change
74	27	6.21	Protection of Reputation	or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from	We propose deletion of Para 6.21 in entirety as we are unable to agree to indemnify the Bank for reputational loss as this is not foreseeable and this is a very subjective decision of the Bank. The Bank has numerous remedies available under the Contract to seek indemnity, liquidated damages, SLA penalties, etc. and this is an overarching provision that we are unable to agree.	No change in RFP Clause	No Change
75	27	6.2	Subcontracting	The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Bank		Sub-contracting is allowed only woth prior consent of the Bank.	No Change
76	27	6.19	Terms and Conditions	The scope of work / services mentioned in this RFP or subsequent agreement shall not be assigned either fully	Bank for assigning and further suggest the Bank that the clause to be reciprocal. In case Bank is assigning then the	No change in RFP Clause	No Change
77	28	6.24	Exit Option & Contract Re- negotiation	3. 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 consider re-negotiation in price & terms in favor of both parties which is bidder & the bank.	No change in RFP Clause	No Change
78	28	6.24	Terms and Conditions	Exit Option & Contract Re-negotiation 4. 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.	The Bidder shall continue to render services subject to payment of service fees by the Bank for such period.	No change in RFP Clause	No Change

79	29	6.24.1	Termination (1. Termination for convenience)	The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason.	We cannot agree for termination for convenience by serving a mere 30 days notice. Given this is a 7 yr contract term, we propose that the contract is not terminable in the first 4 yrs and thereafter, the Bank can terminate the contract for convenience by serving <u>3 months prior notice</u> . Kindly appreciate that out of the 7 yrs contract term, the warranty period itself runs for 3 yrs and the Bidder will have to pay for the Warranty upfront (not to mention that there are also other upfront financial and operational commitments) and therefore we cannot agree for termination in the first 4 years of the Contract term. Accordingly, we propose amending the Clause as follows: "The Bank shall be entitled to terminate the agreement with	No change in RFP Clause	No Change
					the bidder at any time after the completion of the initial lock- in period of 4 years by serving ninety (90) days prior written notice to the bidder without assigning any reason."		
80	32	6.3	Liquidated Damages	LD applicable on a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week)	The LD of 3% of the complete contract amount applicable per week is way too high and onerous and we are unable to agree. (i) We can consider 0.5%-1% of the complete Contract amount for every week of delay. (ii) Also, we cannot agree that 3 days will be treated as a week. LD should be proportionately applicable depending on the number of days of failure/ default in a week.	No change in RFP Clause	No Change
81	32	6.3	Liquidated Damages	If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price.	Bidder's understanding is such liquidated damages will apply for the pre- installation phase , so , the damages should linked to the relevant machine only and not for the machines already installed and accepted . Accordingly, Liquidated damages should be limited to 3% of the value of the the CR not been installed within the timeline stipulated subject to maximum of 10% of the value of the all CRS which could not get instllsated with the deadline .	No change in RFP Clause	No Change
82	35	6.36	Limitation of Liability	Under no circumstances Bank shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.	The carve-out for indirect or consequential losses should be applicable for both parties and as a service provider, this carve-out is most relevant for the Service Provider. The clause should hence be amended as follows: "Under no circumstances neither Party shall be liable for any indirect, incidental, consequential, special or exemplary damages arising from this Agreement, even if the other Party has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business."	No change in RFP Clause	No Change

83	35	6.36		Bidder's liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited	Negligence to be qualified by Gross Negligence. Recommendation is in line with defintion of ' Negligence'.	No change in RFP Clause	No Change
84	41	6.48	Minimum Wages	The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act RFP# 11/2022-23 for Supply, Installation, Maintenance of Cash Recycler and providing Managed Services for 7 years GEMBID NO GeM/2022/B/ Page 41 of 123 1948. In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signator		No change in RFP Clause	No Change
85	44	6.63	Hardware / Software	Bank would have the right to: a) Shift the supplied system to an alternate site of its choice c) Expand the capacity/enhance the features/upgrade the hardware/software supplied either from the bidder or another bidder or developed in-house.	Request the bank to consider additional payout for any future changes in shifting of sites. In addition, any future enhancements/upgrades of the hardware/software supplied by the bidder should be paid at mutual discussed rates.	It is clearly mentioned in RFP	No Change
86	84	7.26	Commercial Bid Format	The Bidder is required to guarantee that exchange rate fluctuations will not affect the Rupee value of the commercial bid, over the validity period of the bid and the contract period.	This clause needs to be removed as this conflicts with point 3.34 Exchange rate variation which states that prices changes will be accepted by the bank if the ERV rate is above 5%.	Clause No: 3.34 may be referred for clarification as the same is self explanatory.	No Change
87	89	7.28	OF WORK	4)The Vendor shall be responsible for delivery and installation of the Cash Recycler at the locations across the country irrespective of location (ground floor or any upper floor/s) and distance without any cost to the Bank.	We request the bank to consider delivery and installation of the CRs at the locations across the country irrespective of location wherever the Site is feasible.	No change in RFP Clause	No Change
88	90	Point 18 / a	work	a) Removing Cash, tallying with the CBR (Cash Balancing Report) and depositing the cash with the designated branch of the Bank.	 Full cash evacuation will be done while performing EOD/Loading. Evacuated cash will be vaulted at CRA office on T day & deposit to Bank single cash feeder in a city on T+1 at CRA vault available location. At CRA non-vaulting location cash will be deposited to Bank on same day before 6pm after cash evacuation at at single cash feeder branch in a city. 	The activity is applicable for Offsite locations. Process to be followed shall be as per industry standards and based on discussion between Bank & successful bidder.	No Change
89	90	Point 18 / b	Annexure.C-Scope of work	b) Cash Evacuation / Replenishment every alternate days or as a when required and it should be ensured the cash inside the recycler should be enough to work all day for customers. (applicable for cash management handled by bidders)	 Bank need to provide cash One day prior cash (T-1) from single cash feeder branch in city with over night cash vaulting & loading will be done on T day. Bank need to provide ATM wise cash balance every 1 hour, daily 12am to 12am - 24hrs ATM wise cash "dispense & deposit" file, daily 12am To 12am - 24hr ATM wise admin "increase & decrease" file for cash planning & indenting on daily basis by 1am for cash planning & raising cash indent. 	The activity is applicable for Offsite locations. Process to be followed shall be as per industry standards and based on discussion between Bank & successful bidder.	No Change
90	90	Point 18 / d	Annexure.C-Scope of work	Cash Reconciliation/ Management on T+1 basis	1. Will share C3R on T+1 basis by 3 PM.	No change in RFP Clause	No Change

91	90	7.28	ANNEXURE C: SCOPE OF WORK	10)The Vendor 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 Recycler 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 Recycler should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, functional keys based voice guidance support with internal speakers & jack. The Vendor should also participate in the testing and end-to-end implementation and rollout without any additional cost to the Bank.	transaction only, if deposit transaction been developed at later stage then the testing and roll cost will be applicable	No change in RFP Clause	No Change
92	90	7.28	7.28. ANNEXURE C: SCOPE OF WORK	c) 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 under AMC it will be done on mutually agreed term	Request bank to consider guideliness only till date of RFP, any future compliance requirement to be made on mutually agreed basis	No change in RFP Clause	No Change
93	91	7.28.22	ANNEXURE C: SCOPE OF WORK	Bidder should comply all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc. as required by Bank, RBI, Govt. etc. free of cost.	ls reconciliation certificate referred here is limited to C3R / VCB only?	Bidder's understanding is correct.	No Change
94	91	7.28.29.a	ANNEXURE C: SCOPE OF WORK	The Vendor should provide support to resolve reconciliation disputes within 3 working days of reporting the difference. If the Vendor does not respond by third working day the difference amount will be recovered from Vendor on fourth working day.	What is the timeline for bank to raise reporting difference?	RFP clause is self explanatory	No Change
95	91	7.28.29.c	ANNEXURE C: SCOPE OF WORK	Transaction level Reconciliation for Deposits and Withdrawals — Vendor has to provide support for carrying out the reconciliation activity like providing EJ and CBR within the TAT. In case of any disputes, Vendor has to provide necessary support for reconciliation of the same.	Bank will carryout transaction level reconciliation at their end Need confirmation.	Bidder's understanding is correct.	No Change
96	91	Point 18 / f	Annexure.C-Scope of work	f) Compliance to RBI MHA & CC swap should be implemented.	 Cassette swap will be applicable only at CRA overnight vault available with feasible location only. Alternate EOD/Loading will be done during cassette swap. MHA will be applicable only at CRA feasible location / SRO cities only. 	RFP clause is self explanatory	No Change
97	91	7.28. ANNEXURE C: SCOPE OF WORK Project Scope	29) Cash Reconciliation/Mana gement (For Location wherever cash management is entrusted to bidder):	b) Upon reconciliation if difference is observed, the Vendor will be responsible for reconciliation of cash and resolution of all related complaints received from customers. The cash shortage under this model has to borne by the Vendor.		Responses to reconciliation queries should be submitted to the Bank as per guidelines of the regulators.	No Change

98	91	7.28. ANNEXURE C: SCOPE OF WORK Project Scope 7.28	gement (For Location wherever cash management is entrusted to bidder):	Withdrawals — Vendor has to provide support for carrying out the reconciliation activity like providing EJ and CBR within the TAT. In case of any disputes, Vendor has to provide necessary support for reconciliation of	 C3R will be share by DN on T+1 by 5PM. Bank to reconcile and raise concerns if any with recon team DN require 5-7 working days to work upon on shortage cases DN require Switch and CBS data for each shortage query along with switch response codes Want to understand here from bank. Are they asking for FCR report from engineer for suspense transactions report or anything else. Request the bank to consider additional payment for testing and other costs incurred to the bidder in case of switch upgrade/changes. 	Bidder to provide support for reconciliation of transactions as per TAT defined by regulatories. No change in RFP Clause	No Change No Change
100	91	7.28	ANNEXURE C: SCOPE OF WORK	Cash Recyclers should have vinyl wrapping as per the Bank's branding. In case the vinyl wrap gets torn or discolored, the vendor is required to wrap it again without any additional cost to the Bank	We request bank to discover the rate for vinyl wrapping as there is no future control on damage of vinyl wrapp	No change in RFP Clause	No Change
101	92	7.28.29.d	ANNEXURE C: SCOPE OF WORK	GL Reconciliation – Reconciliation of Physical Cash as per CBR (Cash Balancing Report) and GL.	Bank will carryout transaction level reconciliation at their end Need confirmation.	Bidder's understanding is correct.	No Change
102	92	7.28.29.e		Dispute Resolution for Cash deposit transactions and Cash Withdrawal Transaction.	Need process flow	Bidder to provide support for reconciliation of transactions and dispute resolution as per TAT defined by regulatories.	No Change
103	92	7.28.30.ix	Functional Requirements	In the event of the Bank requiring EJ of a particular transaction, vendor should provide the same within two hours in text format by email to the Branch with reconciliation report of the transactions of the particular day. In the event of non-availability of EJ centrally for whatsoever reason, the vendor should send its personnel to Branch and retrieve EJ from CASH RECYCLER hard disk and assist in reconciliation by providing transaction log, reconciliation report within one day without any additional cost to the Bank.	Is this possible to provide EJ for the particular transaction within TWO HOURS with Reconciliation? In case EJ is not available (Not pulled) FSS will have to send its personnel to the Site and get EJ Copied on hard disk and then submit to the Bank. (Without additional cost to the Bank) Whereas Reconciliation is done by the Bank Team.	The scenario is specific for instances where EJ is not copied.	No Change
104	92	7.28. ANNEXURE C: SCOPE OF WORK Project Scope	29) Cash Reconciliation/Mana gement (For Location wherever cash management is entrusted to bidder):	d) GL Reconciliation – Reconciliation of Physical Cash as per CBR (Cash Balancing Report) and GL.	Finacle file must have following details to perform GL Reconciliation an Opening balance, Loading details & closing balance etc.	Bidder to provide support for reconciliation of transactions as per TAT defined by regulatories.	No Change
105	92	7.28. ANNEXURE C: SCOPE OF WORK Project Scope	29) Cash Reconciliation/Mana gement (For Location wherever cash management is entrusted to bidder):	Cash Withdrawal Transaction	Ok but We would required 2-3 working days for customer complaint from the time we received query from Bank	Please refer Page no 92 and Clause No 29.a of Buyer added ATC document	No Change

106	92	7.28. ANNEXURE C: SCOPE OF WORK Project Scope	wherever cash management is		1)If post reconciliation it is noticed that shortage occurred due to successful or suspected transactions in EJ which are reversed in switch or any technical issue at switch end then DN won't be liable for shortage recovery. To conclude we will require CCTV footages	No change in RFP Clause	No Change
107	93	Point 30 / xii	Annexure.C-Scope of work	The Vendor should undertake to upgrade the counterfeit currency detecting software as and when required basis.	 Cash deposition is done by customers. Branches should accept the counterfeit notes received in Cash Recycler. MSP should not be held responsible for counterfeit notes. 	RFP clause is self explanatory	No Change
108	93	7.28	ANNEXURE C: SCOPE OF WORK 30)Functional Requirements	xi.Cash Recycler should verify the genuineness of the notes online while accepting currency notes before confirming the transaction of depositing in accounts. The selected vendor will ensure that the Cash Recycler machine has all the relevant security features such as it does not accept any mutilated/ torn/ zero value/ counterfeit/Lesser than the Face Value of currency notes in cassettes (except URIB for counterfeit notes). If it accepts the same at any time the Vendor will compensate the Bank for any financial/reputational loss incurred on account of it. The machine should ensure the acceptance of fake notes as per RBI guidelines.	We request the bank to kindly consider OEM detail submission and take forward after mutual discussion	No change in RFP Clause.	No Change
109	94	7.28	ANNEXURE C: SCOPE OF WORK 32)AMC & Second Line Maintenance of equipment's at Cash Recycler sites (SLM) during the period of contract:	viii.Implementation of hardware and software level Configuration changes including cassette configurations / IP configuration changes wherever required/ necessitated without any extra cost to Bank during contract period.	Configuration changes and others would be done during machine installtion. If bank require some changes to be made after installation if would done on commercial basis. Pelase consider.	No change in RFP Clause	No Change
110	95	7.28	ANNEXURE C: SCOPE OF WORK 32)AMC & Second Line Maintenance of equipment's at Cash Recycler sites (SLM) during the period of contract:	ix.The Vendor is expected to take full-fledged responsibility of the Cash Recycler (both hardware & software). Bank shall not pay any charges for fixing/replacing any spare parts/ consumables for whatsoever reason other than Vandalism, fire and natural calamities.	We request the bank to consider the consumables parts on the mutually agreed commercials basis towards replacements of original spare parts , including all consumables due to any breakdowns, thefts, voltage fluctuation, earthing related, electrical fluctuations, short circuit, rodent attacks, Custodian fualts, etc or natural wear & tear or due to aging of CRs	No change in RFP Clause	No Change
111	97	7.28	ANNEXURE C: SCOPE OF WORK 36)Networking for Cash Recycler Connectivity :	i. The Vendor 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 Vendor should provide the network devices required at the Bank's location to terminate these links. The Vendor should also ensure redundancy in network devices at DC and DR	Bidder should provide MPLS 2MBPS (minimum) link connectivity. Please consider that the bidder has to provide new line and not the existing . This would provide all bidders equal opportunity to bid. As per bank requirement the earlier provider will stand advantage in commercials. Kindly consider	Existing bidders are required to provide Additional Link. Bank may discontinue the existing links.	No Change

112	97		OF WORK 36)Networking for Cash Recycler	x.In future, Bank may carry out design modification and/or application addition to the network architecture, then Vendor has to carry out the same at mutually agreed rate. Our Bank network, including modification for the security policy implementation. Accordingly, Vendor 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.	Please clarify	Configuration changes due to change in security policy, if any has to be done by the bidder.	No Change
113	97				Request bank to note that machines are designed without JP and have EJ. Thus cannot be fitted with JP in future. Request bank to ammend same accordingly	Journal printer may not be supplied by the vendor with the Recycler 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.	Change proposed for more clarity
114	98		OF WORK 40)Training	administration team consisting of 3 staff members for at least two days. In addition to training handholding	Human resource at each and every site and not knowing the exact date of deployments and to have man power for a 30 days only. Alternatively we suggest the bank to consider user/branch/ custodian central training at each LHO or region wise. Kindly consider.	No change in RFP Clause	No Change
115	99			handled by them in the vault/in transit/in CRM s	bidder will not be able to take insurance. Hence request	In case offsite locations where cash management is handled by the bidder, transit insurance for the cash/ cash in the vault of the CRA, has to be borne by the bidder.	No Change
116	103		ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE		Request the bank to consider more than one OEM soultion/product for application to reduce the bidder dependency on a single OEM.	No change in RFP Clause	Changes to enhance participation
117	104	7.30	ANNEXURE E: PAYMENT TERMS	b. 99% of the value of the Cash Recycler will be paid within 30 days after successful delivery, Installation & commissioning of recycler and submission of installation report and acceptance certificate duly acknowledged by designated authority of Bank and after imparting training to staff on cash management & FLM support. c. The balance 1% will be paid after 1 year of successful installation & commissioning	Request the bank to consider 100% payment for the value of Cash recycler within 30 days after the successful delivery,installation & commissioning of recyclers.	No change in RFP Clause	No Change

118	104	7.30	Payment Terms	Bank will be make payment as follows:	Bank shall always be prompt in payment and in case of delay	No change in REP Clause	No Change
110	104	(Annexure-E)	ayment remis	a.No advance payment against purchase order. No	Bidder should be entitled to charge interest @ 18% p.a from		No chunge
		(,			the date of outstanding till the amount actually released by		
				the SLA and submission of Performance Bank	the Bank. Further, Bank should also be entitled to suspend		
				Guarantee.	the services in case Bank fails to make payment on time and		
					Bank agrees that such suspension shall not be termed as		
				within 30 days after successful delivery, Installation &	breach of the Agreement.		
				commissioning of recycler and submission of installation	breach of the Agreement.		
				report and acceptance certificate duly acknowledged by	Further, would suggest to add below clause:		
				designated authority of Bank and after imparting	Notwithstanding anything contained here in this Agreement,		
					in case of specific directions provided by a regulator or a		
					government authority or on account of applicable law		
					should compliance of the same lead to any changes required		
					to be done in the manner in which the Services are		
				: Develtion / liquidated developed if any shall be			
				i.Penalties / liquidated damages, if any, shall be	performed and the same results in an additional cost for the Riddor, Riddor will perform the services as per the		
				deducted from the invoice value/ Contract value.	Bidder, Bidder will perform the services as per the		
				: The Cusesseful Didder shall be selely light - for the	requirements stated in the agreement. Any cost of		
				j.The Successful Bidder shall be solely liable for the	additional effort or work due to changes in applicable		
					government laws and regulations would have to be borne by		
					the Bank and have the right to demand the same from the		
					Bank and accordingly will mutually decide on the revised		
					fees prior to continuation of such Services by the Bidder.		
				to the Services.			
					Penalties / LD should be dealt separately, it should not be		
					deducted from the invoice.		
119	106	7.31	ANNEXURE F:	1. UAT acceptance Testing of the recycler machine	Completing UAT in 2-3 weeks from date of acceptance of	No change in RFP Clause	No Change
-					Purchase Order is only not depended on Bidder, there are		
				order by the Successful Bidder	involvment of switch level changes as well. The time period		
					should be reviewed and finalized after discussion with		
				2. Delivery, Installation and Commissioning of Recycler	sucrssful bidder.		
				Machine			
					3 weeks is very less to delivery, Installation & commissioning		
					of machines. We request bank to consider minimum 6 weeks		
				processly the bulk	time for delivery of machines as road oermits have also te		
					acquired for the same.		
					acquired for the same.		
120	107	7.32. ANNEXURE G	SERVICE LEVEL		1. Cash out penalty of INR 1000 is very high. Request this	No change in RFP Clause	No Change
			REQUIREMENTS	other regulators for cash out instances shall also be	has to reduce per instance to INR 100.		
				recovered	2. Regarding RBI penalty, cash out needs to be considered		
				from the bidders separately.	only when all cassettes are out with zero balance.		
	107	7.32. i	Penalty for	The payment of 28 days will be made on pro rata basis	Double penalties are being deducted. First for not meeting	No change in RFP Clause	No Change
121		1	'			-	-
121			downtime	by deducting applicable penalty as mentioned above.	98% and 2nd number of days when are down are being		
121			downtime	by deducting applicable penalty as mentioned above.	98% and 2nd number of days when are down are being deducted from monthly calculation. We request bank to		

122	107	7.32	ANNEXURE G: SERVICE LEVEL REQUIREMENTS Liquidity damage/Penalty for delay in commissioning		If the vendor fails to complete the delivery, installation and commissioning within the said period, then liquidated damages @ 1% of the Cash recycler Price will be charged for every week's delay subject to maximum of 5 % of the Cash RecyclerPrice.	No change in RFP Clause	No Change
123	107	7.32	7.32. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	If the bidder fails to complete the delivery, installation and commissioning within the said period, then liquidated damages @ 3% of the Cash Recycler Price will be charged for every week's delay subject to maximum of 10 % of the Cash Recycler Price. Thereafter, the contract may be cancelled and amount paid in excess if any, to the bidder, will be recovered with 1.25% interest per month. The Bank also has the right to invoke the performance guarantee after giving suitable opportunity and notice	Request the bank to exclude bank dependency cases in this clause or provide Deem Acceptance on the machines to start Managed Services Scope	No change in RFP Clause	No Change
124	107	7.32.i	Penalty for downtime		Request the bank to share and include the exclusions cases which are not in control of the bidder from the uptime calculations. Also requesting the bank to consider the minimum uptime to maintain as 95%.	No change in RFP Clause	No Change
125	107	7.32.i	Penalty for downtime		Request the bank to consider benchmark uptime as 95%, and penalty should be equivalent to the percentage of downtime instead of twice the percentage of downtime.	No change in RFP Clause	No Change
126	107	7.32.i	Penalty for downtime	Further, in addition to the above, deduction will be made from the total monthly charges on pro-rata basis for those Cash Recyclers which are down for more than 24 hours	Request the bank to exclude pro-rata basis deduction of total monthly charges as this will be incurred as a dual penalty deduction on the bidder.	No change in RFP Clause	No Change
127	107	7.32.ii	Penalty for Cash Out	Bank shall levy penalty of Rs.1000 per instance each for every cash out instances. Any penalty imposed by RBI/ other regulators for cash out instances shall also be recovered from the bidders separately.	Request the bank to consider Rs.500 per instance for every cash out.	No change in RFP Clause	No Change
128	107	7.32.iii	Penalty for non- supply of consumables/ Low quality consumables	reported by the branches/offices. In case the Vendor supplies low-quality consumables in the Cash Recycler	Request the bank to consider Rs. 200 in case of non-supply of consumbales. Additionally, the low-quality consumables penalty should be excluded since the quality of the consumables cannot be determined objectively.	No change in RFP Clause	No Change

129	108	7.32.v	Penalty for Cash Recycler Camera Images/ footages:	Vendor should provide images / footages in case of disputed transactions/ or as and when required by the Bank. If Vendor is unable to do so for any reason, the Vendor will be liable to pay the disputed amount plus costs incurred by the Bank towards satisfaction of the disputed amount. If Vendor is unable to provide images within 3 days then a penalty of Rs.1000 /- will be charged.	Intimation of such disputes and corresponding deduction - timelines required.	No change in RFP Clause	No Change
130	108	7.32	ANNEXURE G: SERVICE LEVEL REQUIREMENTS iii.Penalty for non- supply of consumables/ Low quality consumables: -	Penalty of Rs.1000/- per day per Cash Recycler will be deducted towards non-supply of consumables as reported by the branches/offices. In case the Vendor supplies low-quality consumables in the Cash Recycler and if it is reported that the functioning of the Cash Recycler machine is problematic due to low-quality consumables utilized in the Cash Recycler, the bank will impose a penalty @ Rs.1000/- for each Cash Recycler per instance per day till the consumables are replaced.	We request bank penalty of Rs 200 towards non-supply of consumables as reported by the branches/offices	No change in RFP Clause	No Change
131	108	7.32.v	Images/ footages:	Vendor should provide images/footages in case of disputed transactions/ or as and when required by the Bank. If Vendor is unable to do so for any reason, the Vendor will be liable to pay the disputed amount plus costs incurred by the Bank towards satisfaction of the disputed amount. If Vendor is unable to provide images within 3 days then a penalty of Rs.1000 /- will be charged.	Request the bank to consider Rs.200 in case of delay and allow minimum of 5 working days time for submission of images.	No change in RFP Clause	No Change
132	108	7.32.v	Penalty for Cash Recycler Camera Images/ footages:	During warranty/AMC period, the penalty would be recovered from the vendor from the 1% retention amount. If the 1% amount is not sufficient to recover the penalty, the vendor would be liable to pay the penalty amount within a period of 15 days from the date of demand made by the bank through its branches/offices. If the vendor does not make the payment of penalty within the stipulated period, the bank is free to invoke the bank guarantee and recover the amount.	Request the bank to exclude this clause as the retention amount must be completely payable to the bidder and penalty can be imposed additionally if any. The bank must not invoke bank guarantee to recover the amount in case of delay in penalty amount. Since the bank takes reasonable time for payment for provided services and this in turn will delay in getting the penalty amounts sorted.	No change in RFP Clause	No Change
133	108	7.32.vi	Penalty for Housekeeping (for offsite location	The Vendor shall ensure maintenance of all the ATM sites under the proposed contract. The site should be stain free, dust free and the vendor shall ensure the proper ambience of the site. If Vendor is unable to do so for any reason, bank will impose a penalty @ Rs.1000/- for each location per instance per day.	Request the bank to consider Rs. 200 for penalty on Housekeeping.	No change in RFP Clause	No Change
134	108	7.32.vii	by Vendor: -	The vendor has to take monthly Management Review of the performance of Recyclers installed and submit a summary report with detailed analysis to Bank within 7 days of succeeding month, failing which, penalty of Rs. 50,000/- (Rupees Fifty thousand only) per month will be recovered from the payments due.	Request the bank to remove this clause as the delay in performance reports do not cause any additional cost to the bank and imposing such exhorbitant penlaties in such cases is not viable.	No change in RFP Clause	No Change

135	110	7.33.	ANNEXURE H: TECHNICAL SPECIFICATIONS	1.11 Voice guidance should be available in 2 languages (English and Hindi) as per the IBA standards. Other normal voice guidance should be available in 7 languages. (Bengali, Gujarati, Hindi, Kannada, Malayalam, Marathi & Telugu). Required audio files should be provided by the vendor in a standard format.	We request the bank to provide necessary Screen and Voice files along with the regional text. Please note the language available for visually challenged is English and Hindi in TTS. Kindly change. Also VG for visual impaired is available for dispense transaction only, if deposit transaction been developed at later stage then the testing and roll cost will be applicable	No change in RFP clause.	No Change
136	112	5.17	5.17	Cash Recycler must pass the test to identify the year of issue of the Indian Currency Note with 100% accuracy in single test.	Though we dont capture the year of issue, we ensure that only those emissions (year od release) included in the CDF will work on the RM4V,	No change in RFP Clause	No Change
137	112	7.33.	ANNEXURE H: TECHNICAL SPECIFICATIONS	5.18 Cash Recycler should have capability to handle plastic currency also, as and when introduced in India. The Bill Validation Technology should be available for the entire lifespan of the machine i.e. a minimum of 8 years.	We request the bank to keep this scope out of this RFP, But the challenge is the specification, type, size, etc. This would put all OEMs to understand and test and latter provide	No change in RFP Clause	No Change
138	114	7.33.	ANNEXURE H: TECHNICAL SPECIFICATIONS	8.2 Should be capable of interface using ISO message standard with Bank's ATM switch.	As Industry standard terminal capable of Interface with Bank ATM switch in NDC / DDC format only. Kindly change	No change in RFP Clause	No Change
139	116	7.33.	ANNEXURE H: TECHNICAL SPECIFICATIONS	14.3 Cash Recycler capable of One to One Marketing. Client when Loaded on Cash Recycler should be able to interact with different CRM sources using open standard messaging standards.	Please clarify bank requirement completely	No change in RFP Clause	No Change
140	20 & 21	3.33 and 6.49	Service Continuity	Para 3.3 - 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.	Any extension/ renewal of the Agreement will be on terms and conditions as mutually agreed between the Parties. Accordingly, we propose the Clause to be amended as follows: "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 terms and conditions as may be mutually agreed between the Parties." Para 6.49 - Sub-Para 2 & 3 of this Para are conflicting with each other. Per Sub-para 2, the bidder agrees to provide continued services rendered by bidder and or its OEM partners till the renewal of the contract after the contract expiration on the same service charges. Per Sub-para 3, the rates shall remain firm unless mutually agreed.	No change in RFP Clause	No Change
141	25 & 26	6.1	Performance Bank Guarantee		We are unable to agree for PBG limit of 10% of value of contract and propose amendment to the last sentence in Para 6.10 as below: "In absence of any guidelines from GOI, the limit of PBG will continue to be 3% of value of contract until such time a new PBG limit is notified in the guidelines."	No change in RFP Clause	No Change

142	35 & 36	6.37	Confidentiality	Para 6.37 envisages only Bank as the disclosing party and Bidder as the Receiving Party of Confidential Information.	We request the Bank to keep the obligations of confidentiality mutual for the reason that Bidder is also required to share its proprietary and/or confidential information (that is generally not available in public domain) to the Bank as part of the bid submission and it will continue to share it's proprietary information until expiration of agreement, if the contract is awarded. Besides the above, we are unable to agree for survival of confidentiality obligations for a perpetual term. Accordingly, Para 6.37(5)(e) shall be amended to state as follows: "The confidentiality obligations shall survive for a term of 2 years following the termination/ expiry of the Agreement."	No change in RFP Clause	No Change
143	41-42	6.51	Terms and Conditions	Audit and Inspection of Record 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. 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.	 i. Request the Bank to provide a reasonable notice of audit at least 60 days in advance. ii.We request Bank that the bidder should be responsible only to show the relevant data pertaining to the Agreement and not otherwise. 	No change in RFP Clause	No Change
145	9	2	INVITATION FOR TENDER OFFERS	RFP will be sold only to those bidders who sign an NDA (Rs. 100/- Stamp Paper) assuring protection of the proprietary details of the bank contained in the RFP document. The NDA format to be signed is available under this RFP tender section on Bank Website.	Please let us know when the bidder has to submit the NDA.	Bidders have to submit NDA when uploading Bid document in G	No Change
146	10	3	INSTRUCTIONS TO BIDDERS	The Technical Bid and Commercial bid must be submitted at the same time in sealed envelopes, giving full particulars, at the Bank's address given below, on or before the schedule date given in this document. All envelopes should be securely sealed and stamped.	Please help us in detail on document submsision to Bank or in GEM portal	Document needs to be uploaded in GeM portal as response. Legal document executed on stamp paper like Pre Contract Integrity Pact, NDA etc and EMD in form of DD/ BG should be couriered in physical form. EMD in form of DD is valid for 90 days and EMD in form of BG is valid for 180 days.	No Change

147	84	7.26	COMMERCIAL BID	Annual Maintenance Cost for Cash Recycler will be applicable upon completion of Three Years Warranty. (AMC for 4 years as single cost)	As industry standard Cash Recycler in India always come with one year warranty, if additional two years warranty required bidder needs to add the cost of 2 years in the product price. Bank paying upfront two years AMC cost along with the product. We recommend the following based on industry experiences. 1st and 2nd year as 8% 3rd and 4th year as 10%	No change in RFP Clause	No Change
148	84	7.26	ANNEXURE A: COMMERCIAL BID FORMAT	VSAT/4G Connectivity Charges (Minimum bandwidth requirement- 64 Kbps)	from 5th year as 12%. Please clarify bank requirement.	RFP clause is self explanatory	No Change
149	91	7.28	ANNEXURE C: SCOPE OF WORK	28)The Bidder is required to provide one onsite Facility Maintenance Services (FMS) throughout the contract period at Pune. The cost for the same should be factored in the Bill of Materials.	Please let us know the following 1. Facility Maintenance Services (FMS) in not available in the commercial line item. We request the bank to ammend the line item in the commercial bid.	Bidder has to factor FMS appropriately within existing line items of commercial bill of material	No Change
150	92	7.28	OF WORK Cash Reconciliation/Mana gement	f)Any shortage or loss of cash, 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 Vendor by the Bank after adjustment of outstanding dues if any.	We request to kindly consider this clause due to cash shortage or loss happen due to various reasons. Until it has been proved or investigated the claim amount could not be settled. We request the bank to consider this clause. Any cash dispute cases, it has to be validated and agreed mutually.	No change in RFP Clause	No Change
151	93	7.28	ANNEXURE C: SCOPE OF WORK 31)ONE TIME COMBINATION LOCK (OTC) SOLUTION	0	Please clarify in details the following 1. Scope 2. Support 3. Passcode generation 4. Server supply 5. Facility mangement resource	RFP clause is self explanatory	No Change
152	94	7.28	OF WORK 32)AMC & Second Line Maintenance of equipment's at Cash	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		No change in RFP Clause	No Change

153 95	5	OF WORK 33)Centralized Electronic Journal (EJ) pulling, Software & Content distribution at Cash	arrangement to copy data on daily basis to a remote	Please clarify selected vendor will take up the matter directly with the bank for solution immediately for all disconnected cases or when ever dispute cases rises	Bidder has to provide support for all disconnected cases.	No Change
154 96	5	OF WORK 33)Centralized	specified Cash Recycler PAN India and also should be capable of roll back if brought to the previous state.	Please fix the number in year screen distributing screens, audio files, etc. Please clarify on the ani-virus software patch	As TSS has to be implemented in all machines, antivirus may not required.	No Change
155 97	,	OF WORK 36)Networking for Cash Recycler Connectivity :	aspects: a)Strong Authentication b)TLS implementation from CD/CRM to Switch. IP Sec encryption for the traffic from Cash Recycler to DC, and DR, as advised by the Bank for data confidentiality	Please consider that the bidder has to provide new line and not the existing . This would provide all bidders equal opportunity to bid. As per bank requirement the earlier provider will stand advantage in commercials. Kindly consider	Existing bidders are required to provide Additional Link. Bank may discontinue the existing links.	No Change
156 97	,	OF WORK	the Network to ensure that the security controls are in	Please consider that the bidder has to provide new line and not the existing . This would provide all bidders equal opportunity to bid. As per bank requirement the earlier provider will stand advantage in commercials. Kindly consider	Existing bidders are required to provide Additional Link. Bank may discontinue the existing links.	No Change

157	98	7.28	ANNEXURE C: SCOPE OF WORK 37)Switch Feed	 i.Bank will provide standard online switch feed for monitoring Cash Recycler health status. The Vendor should develop web based application or any other interface for monitoring Cash Recycler at its own cost. The Vendor should also share the monitoring tool with Bank. ii.If Vendor is not able to monitor Cash Recycler health status efficiently or build a interface along with standard online switch feed, then Vendor should be capable of deploying the Cash Recycler along with agent based feed monitoring system without any additional cost to bank, which should be capable of monitoring health status of Cash Recycler efficiently to his central monitoring system. Web base Interface should be designed following secure coding practices. Moreover, these may be operated using a reasonably strong user authentication standard as practiced by the bank. 	monitoring	RFP clause is self explanatory	No Change
158	101	7.29.	ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE	for at least 500 ATM/ CD/ BNA/ Cash Recyclers	Please consider Bidder should have experience in deploying/ undertaking the activities at least 500 Cash Recyclers cumulatively in India in any of the BFSI institution in last three years from the date of issuance of this RFP	No change in RFP Clause	No Change
159	106	7.31	ANNEXURE F: PROJECT TIMELINES	2-3 weeks from date of acceptance of the purchase order by the Successful Bidder	Please consider 4 - 6 weeks, since Bank / Switch / Bidder ahs to coordinate and test all the functionality	No change in RFP Clause	No Change
160	107	7.32	ANNEXURE G: SERVICE LEVEL REQUIREMENTS i.Penalty for downtime	The Bidder shall maintain 98% overall uptime for each Cash Recycler on monthly basis. For each percentage downtime below 98%, a penalty equivalent to twice the percentage of downtime will be deducted out of total monthly bill amount on per Cash Recycler basis.	recycler. For each percentage downtime below 97%, a	No change in RFP Clause	No Change
161	108	7.32	ANNEXURE G: SERVICE LEVEL REQUIREMENTS iii.Penalty for non- supply of consumables/ Low quality consumables: -	Penalty of Rs.1000/- per day per Cash Recycler will be deducted towards non-supply of consumables as reported by the branches/offices. In case the Vendor supplies low-quality consumables in the Cash Recycler and if it is reported that the functioning of the Cash Recycler machine is problematic due to low-quality consumables utilized in the Cash Recycler, the bank will impose a penalty @ Rs.1000/- for each Cash Recycler per instance per day till the consumables are replaced.	We request bank penalty of Rs 250 towards non-supply of consumables as reported by the branches/offices	No change in RFP Clause	No Change
162	84	7.26	ANNEXURE A: COMMERCIAL BID FORMAT	Charges for providing OTC lock management services entirely managed by vendor for 7 years	Please clarify bank requirement.	RFP clause is self explanatory	No Change
163	84	7.26	ANNEXURE A: COMMERCIAL BID FORMAT - OPTIONAL ITEMS	Spare Parts Cost	The spare details are more of ATM spares and key spares of Cash Recycler (CR) is not mentioned. E.g. Four High Pick Module without cassettes Please include CR spares	Please refer Revised Annexure A: commercial bid format	Change proposed for more clarity

164	89	7.28	OF WORK	Installation and Maintenance of 600 Nos. of Cash Recycler with 3 years' warranty, 4 years AMC after expiry of warranty, providing Managed Services for a period of 7 years .	As industry standard Cash Recycler in India always come with one year warranty, if additional two years warranty required bidder needs to add the cost of 2 years in the product price. Bank paying upfront two years AMC cost along with the product. We recommend the following based on industry experiences. 1st and 2nd year as 8% 3rd and 4th year as 10%	No change in RFP Clause	No Change
165	90	7.28	OF WORK	13)Vendor should ensure that Cash Recycler should have pilfer proof camera at the cash	from 5th year as 12%. As per the industry standard all Cash recycler machine come with two camera internally (inside the machine) only. 1. To capture image of the face	No change in RFP Clause	No Change
166	90	7.28	OF WORK	the instance of Bank like IP changing activities, changes in cassette configurations, Screens etc. without any extra cost to Bank during contract period.	OEM / Bidder will perform the various activities at the instance of Bank like IP changing activities, changes in cassette configurations, Screens etc during the time of installation. If any other activity required after installtion it would be done under mutual agreed commercials basis. KIndly consider on mutual agreed cost	No change in RFP Clause	No Change
167	90	7.28	ANNEXURE C: SCOPE OF WORK	18)Bank reserve the rights to outsource the cash management services for Cash Recyclers	Please clarify bank requirement. Bank request for Cash Management as optional and also we see this line item is included in the TCO.	RFP clause is self explanatory	No Change
168	91	7.28	OF WORK	23)Vendor should provide the patch cord of required length at the site and attend the LAN cable issues from I/O port to Cash Recycler under warranty and AMC period without any extra cost or claiming of visit charges to Bank and replace damaged patch cord in case of requirement.	We request the bank to consider additional cost for the LAN cable issue or damaged not attribute to the bidder	No change in RFP Clause	No Change

169	91	7.28	OF WORK	-	MVS testing after machine installtion will be additional and mutual agreed cost. We request the bank to consider 1. Testing cost 2. Media cost 3. Roll out cost	RFP clause is self explanatory	No Change
170	92	7.28	ANNEXURE C: SCOPE OF WORK 30)Functional Requirements	i. The Cash Recycler should have capability of remote monitoring of their all-round health status. Cash Recycler should have capability of installation / updation of patches, installation of screens remotely.	Please clarify bank requirement	RFP clause is self explanatory	No Change
171	92	7.28	ANNEXURE C: SCOPE OF WORK 30)Functional Requirements	vii.Selected Vendor should provide end to end managed services.	Please let us know the bidder scope , Whether Cash management is optional	RFP clause is self explanatory	No Change
172	92	7.28	OF WORK 30)Functional Requirements	x.In case any hot fixes, bill validation modifications, software patches, Screens etc. cannot be applied remotely, the selected vendor is required to update the Software, OS by sending its personnel at each location during warranty and AMC period. This exercise should be done at free of cost. Also there should not be any provision of attaching external media like USB to the Cash Recycler.	after installtion it will done on mutually agreed chargable	No change in RFP Clause	No Change
173	93	7.28	OF WORK 30)Functional Requirements	xvii.Cash Recycler should have five cassettes with capacity of storage of minimum 2600 notes per cassette. Of the five cassettes, initially four storage cassettes should be configured for deposit or withdrawal of currency and fifth cassette should be universal acceptor cassette for depositing / rejecting of currency. Universal Reject Cassette should be available for diverting the counterfeit currency for impounding. During the contract period vendor should reconfigure these cassettes for Cash recycling as and when required by the Bank.	As per the technology , it is not advisable to divert counterfiet to the fifth \ deposit only \ universal cassette. The fifth cassette is used for all denomination mix only. We reqeust the bank to change the requirement to Recycler cassette deposit cassette \ universal cassette Counterfiet cassette & Retract cassette	RFP clause is self explanatory	No Change
174	93	7.28	ANNEXURE C: SCOPE OF WORK 30)Functional Requirements	xix.Cash Recycler must be accompanied with three cameras i.e. one hand camera, one machine camera and one lobby camera.	As per the industry standard all Cash recycler machine come with two camera internally only. 1. To capture image of the face 2. To capture image of hand. We request to change the above accordingly.	No change in RFP Clause	No Change

175	94	7,28	OF WORK 32)AMC & Second Line Maintenance of equipment's at Cash	i. The Vendor has to enter into a comprehensive Annual Maintenance Contract of Cash Recycler, post warranty period. The Vendor has to ensure all Cash Recycler are in operational condition for 24x7x365. During w arranty and AMC period, the vendor has to coordinate with the Vendors as part of the scope.		The clause will be modified as "i. The Vendor has to enter into a comprehensive Annual Maintenance Contract of Cash Recycler, post warranty period. The Vendor has to ensure all Cash Recycler are in operational condition for 24x7x365. During warranty and AMC period, the vendor has to coordinate with the OEMs as part of the scope. "	Change proposed for more clarity
176	94	7.28	ANNEXURE C: SCOPE OF WORK 32)AMC & Second Line Maintenance of equipment's at Cash Recycler sites (SLM) during the period of contract:	tenure of contract for any maintenance activity, Repairs, replacement of all spares of Cash Recycler, Connectivity equipment, electrical, consumables Spare part etc., whatsoever.		No change in RFP Clause	No Change
177	94	7.28	OF WORK 32)AMC & Second	Configuration changes including cassette configurations / IP configuration changes wherever required/ necessitated without any extra cost to Bank during		No change in RFP Clause	No Change
178	95	7.28	OF WORK 32)AMC & Second Line Maintenance of	software). Bank shall not pay any charges for fixing/replacing any spare parts/ consumables for whatsoever reason other than Vandalism, fire and natural calamities.	We request the bank to consider the consumables parts on the mutually agreed commercials basis towards replacements of original spare parts , including all consumables due to any breakdowns, thefts, voltage fluctuation, earthing related, electrical fluctuations, short circuit, rodent attacks, Custodian fualts, etc or natural wear & tear or due to aging of CRs	No change in RFP Clause	No Change
179	95	7.28	OF WORK 32)AMC & Second Line Maintenance of equipment's at Cash	component), All software including OS, data base,	If any third party SW need to be installed it has to be tested before installation and testing cost woul be applicable. This would be done at cost before instsalltion after installtion Please consider Engineer visit cost .	No change in RFP Clause	No Change

180	97	7.28	ANNEXURE C: SCOPE OF WORK 35)Consumables and Stationery:	 i.Supply and replenishment of consumables (i.e. JP Paper, RP Paper, JP Ribbon, 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 Vendor with the Recycler 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.) ii.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 	Please let us know whether the supply of consumables to be made for 7 years. Please let us know how thermal print quality to be stored in good condition for a minimum of 1-year period	RFP clause is self explanatory	No Change
181	97	7.28	ANNEXURE C: SCOPE OF WORK 36)Networking for Cash Recycler Connectivity :	vii.Leased circuits for backhaul links shall not be shared with any other customer.	Please consider that the bidder has to provide new line and not the existing . This would provide all bidders equal opportunity to bid. As per bank requirement the earlier provider will stand advantage in commercials. Kindly consider	Existing bidders are required to provide Additional Link. Bank may discontinue the existing links.	Change proposed for more clarity
182	97	7.28	ANNEXURE C: SCOPE OF WORK 36)Networking for Cash Recycler Connectivity :	ix. The Connectivity at DC & DR is to be through the security equipment's installed at the respective locations and the Vendor to co-ordinate with the Banks team, Security Integrator & Network Integrator.	Please consider that the bidder has to provide new line and not the existing . This would provide all bidders equal opportunity to bid.	No change in RFP Clause	No Change
183	104	7.30.	ANNEXURE E: PAYMENT TERMS	report and acceptance certificate duly acknowledged by designated authority of Bank and after imparting	99% of the value of the Cash recycler will be paid within 7 days after successful commissioning or delivery . The payment will be made within 7 days of receipt of the invoices / Soft copy along with installation report and acceptance certificate duly acknowledged by Bank of Maharashtra.	No change in RFP Clause	No Change
184	106	7.31	ANNEXURE F: PROJECT TIMELINES	3 weeks from date of intimation of readiness of site in phases by the Bank	Please consider 4 - 6 weeks	No change in RFP Clause	No Change
185	108	7.32	ANNEXURE G: SERVICE LEVEL REQUIREMENTS iv.Penalty under EJ Pulling services and EJ Reconciliation: -	Vendor 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 Recycler. 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 vendor claimed by the cardholder.	We request bank to consider the penalty waiver. As bank is aware, if there is any disconnect or EJ not pulled , once the connectivty done the EJ will be pulled from the date of diconnect.	No change in RFP Clause	No Change

186	109	7.33.	ANNEXURE H: TECHNICAL SPECIFICATIONS	under this RFP shall comply with RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines. If any new guidelines are issued by these organizations, 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	 Development cost If any HW upgrade required Engineer visit As you are aware it would be diffcult for the bidder to know the new guidelines and provide compliance and do privide 	No change in RFP Clause	No Change
187	113	7.33.	ANNEXURE H: TECHNICAL SPECIFICATIONS	7.9 Cash Recyclers should have external Dome Camera with required cabling and casing work at no additional cost and should be installed in such a way that it captures images of overall site.		RFP clause is self explanatory	No Change
188	114	7.33.	ANNEXURE H: TECHNICAL SPECIFICATIONS		We request to kindly remove the JP requirement. All Cash recycler (CR) are installed without journal printer (JP), to add Bank is already engaging in EJ puling services, where details in Journal been analysis faster than the old JP rolls process. When the JP roll out also cause the machine down.	Journal printer may not be supplied by the vendor with the Recycler 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.	Change proposed for more clarity
189	117	7.33.	ANNEXURE H: TECHNICAL SPECIFICATIONS		Please let us know the following Server for TSS is bidder scope, but the commercials don't have any line items for TSS HW and sofware and application and maintenance. As an Industry pratice bank will procure HW and SW and bidder will provide thw solution along with the machine. 4. Who will monitor ? If bidder no separte line time is metioned in commercials. Please clarify the above requirements.	TSS soultion will be hosted at Bidder premises	No Change
190	12	3.5	Offer validity Period	The offer should hold good for a period of 180 days from the date of opening of Technical bid.	We request Bank to reduce offer validity period maximum to 90 days	No change in RFP Clause	No Change
191	15	3.1	Scrutiny of Offers	In case only two bidder participated in the tender process, reverse auction may not be conducted and the commercial bid submitted by the bidder will be considered. However, Bank's decision will be final in this regard.	We request Bank to go for Reverse Auction even for 2 bidders.	No change in RFP Clause	No Change
192	21	3.35	Repeat Orders	Bank of Maharashtra reserves the right to place repeat order/s to the extent of +25% & -50% of original order both in terms of quantity and amount on the bidder under the same terms and conditions within a period of two 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 prices.	Any increase and or reduction in quantity will be only on mutually agreed terms as considering the current environment, it may not be possible for the bidder to hold price for two years. So we request bank to fix the price for 1 year only.	No change in RFP Clause	No Change

193	21	3.34	Variation (ERV)	order only. Prices accepted by Bank shall be increased or	increased or decreased in repeat order if the ERV is more than 2% instead of proposed 5% i.e. if dollar variation is +/- 7% than prices	No change in RFP Clause	No Change
194	25	6.1	Guarantee	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 per Annexure 13. The performance guarantee would be for the entire period of the Contract plus 6 months. 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. The Imit of PBG of 3 % is as per guidelines of Ministry of Finance, Department of Expenditure Procurement Policy Division (No. F.9/4/2020-PPD) dated 30th	Request Bank to differentiate the BG for Products and Services. We propose following points related to BG. For Sale of Assets, BG should be applicable only for the Warranty Period. + 60 days only. This is in line with Government's "Manual for Procurement of Goods" updated in June 2022 (6.1.3 Warranty Bank Guarantee). For Services, BG should be 3% of Annual Contract Value of services portion only, to be renewed annually. This will endure that the vendors have sufficient working capital to support the operations. Issuing Banks are reluctant to issue the long term BGs. In absence of any guideline, bidder recommends that bank should continue with 3%, unless otherwise agreed between the parties .	No change in RFP Clause	No Change
195	26	6.17		RFP (such as- application software, middleware etc.) should be periodically patched for all types of patches, such as - security patches, system patches etc. without any additional	All upgradations which includes any new type of Hardware (with associated software /drivers for that Hardware) in the endpoint will be done at mutually agreed price between the Bank and the vendor. New Recycler will supplied with current regulatory guidelines. Request Bank to consider the same.	RFP Clause self explanatory. No change in RFP Clause.	No Change

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196	32	6.30. Liquidated Damages	Liquidated Damages	If the bidder fails to deliver any or all of the Goods or perform	Request Bank to consider 1% LD per week of particular Cash	No change in RFP Clause	No Change
		Danidges		the Services within the time period(s) specified in the	Recycler delivery subject to maximum deduction of 3%.		
				Contract, the Bank shall, without prejudice to its other			
				remedies under the Contract, deduct from the Contract Price,	Bank to modify Week in 7 days instead of 3 days as per Calender.		
				as liquidated damages, a sum equivalent to 3% of the			
				complete contract amount until actual delivery or	Request Bank not to deduct any amount without proper		
				performance, per week or part thereof (3 days will be treated	intimation to service provider along with 1 week notice consists of		
				as a week); and the maximum deduction is 10% of the	7 days.		
				contract price. Once the maximum is reached, the Bank may			
				consider termination of the contract.	Request Bank to considrer a sum of Rs 500/- per day up to		
					maximum deduction of 3% of the particular Cash Recycler.		
				Bank reserves its right to recover these amounts by any mode			
				such as adjusting from any payments to be made by the Bank			
				to the company. Monday to Saturday will be considered as a			
				week. Part of week will be treated as a week for this purpose.			
				However, the Bank may, at its discretion, waive the liquidated			
				damages in case the delay cannot be attributed to the Bidder.			
				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. In case the complete delivery is delayed			
				beyond the scheduled delivery date, Bank 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			
				fathe second all shee all threads have a second final to shee and an shee			
197	34	6.32	Force Majeure	"Neither Party" will be liable for any delay or failure to		No change in RFP Clause	No Change
				perform its obligations, if the delay or failure has resulted	not under anyone's control.		
				from circumstances beyond its reasonable control, including			
				but not limited to, act of God or governmental act, epidemic,	Request bank to look into the termination point as undrer Force		
				pandemic, flood, fire, explosion, war, and any other	Majeure circuimstances no agreement can be terminated.		
				occurrence of the kind listed above, which is not reasonably			
				within the control of the affected party.			
				within the control of the affected party.			
				within the control of the affected party. Each Party agrees to give to the other a written notice			
				within the control of the affected party. Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall			
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199	82	7.24 - Annexure 25	FORMAT FOR LOCAL	within the control of the affected party. Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure. If the event of force majeure continues for a period of more than Fifteen (15) consecutive days, then bank may have the option to terminate the Agreement upon written notice of such termination to the other party." This is to certify that proposed RFP# 11/2022-23 for	Please clarify in details what are the components of local	The Recycler and its components are to be taken into calulation	No Change
199	82	7.24 - Annexure 25	FORMAT FOR LOCAL CONTENT	within the control of the affected party. Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure. If the event of force majeure continues for a period of more than Fifteen (15) consecutive days, then bank may have the option to terminate the Agreement upon written notice of such termination to the other party." This is to certify that proposed RFP# 11/2022-23 for Supply, Installation, Maintenance of Cash Recycler and	content to be taken into calculation to arrive local content	to arrive local content percentage. Annexure-25 amended	No Change
199	82	7.24 - Annexure 25		within the control of the affected party. Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure. If the event of force majeure continues for a period of more than Fifteen (15) consecutive days, then bank may have the option to terminate the Agreement upon written notice of such termination to the other party." This is to certify that proposed RFP# 11/2022-23 for			No Change
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199	82	7.24 - Annexure 25		within the control of the affected party. Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure. If the event of force majeure continues for a period of more than Fifteen (15) consecutive days, then bank may have the option to terminate the Agreement upon written notice of such termination to the other party." This is to certify that proposed RFP# 11/2022-23 for Supply, Installation, Maintenance of Cash Recycler and providing Managed Services for 7 years is having the local content of% as defined in the above	content to be taken into calculation to arrive local content percentage.	to arrive local content percentage. Annexure-25 amended accordingly in lines with Make-In-India guidelines 2017 and all	No Change
199	82	7.24 - Annexure 25		within the control of the affected party. Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure. If the event of force majeure continues for a period of more than Fifteen (15) consecutive days, then bank may have the option to terminate the Agreement upon written notice of such termination to the other party." This is to certify that proposed RFP# 11/2022-23 for Supply, Installation, Maintenance of Cash Recycler and providing Managed Services for 7 years is having the local content of% as defined in the above mentioned RFP and amendment thereto.	content to be taken into calculation to arrive local content percentage.	to arrive local content percentage. Annexure-25 amended accordingly in lines with Make-In-India guidelines 2017 and all	No Change
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199	82	7.24 - Annexure 25		within the control of the affected party. Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure. If the event of force majeure continues for a period of more than Fifteen (15) consecutive days, then bank may have the option to terminate the Agreement upon written notice of such termination to the other party." This is to certify that proposed RFP# 11/2022-23 for Supply, Installation, Maintenance of Cash Recycler and providing Managed Services for 7 years is having the local content of% as defined in the above mentioned RFP and amendment thereto. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020.	content to be taken into calculation to arrive local content percentage.	to arrive local content percentage. Annexure-25 amended accordingly in lines with Make-In-India guidelines 2017 and all	No Change
199	82	7.24 - Annexure 25		within the control of the affected party. Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure. If the event of force majeure continues for a period of more than Fifteen (15) consecutive days, then bank may have the option to terminate the Agreement upon written notice of such termination to the other party." This is to certify that proposed RFP# 11/2022-23 for Supply, Installation, Maintenance of Cash Recycler and providing Managed Services for 7 years is having the local content of% as defined in the above mentioned RFP and amendment thereto. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020. Issued by Department for Promotion of Industry and	content to be taken into calculation to arrive local content percentage.	to arrive local content percentage. Annexure-25 amended accordingly in lines with Make-In-India guidelines 2017 and all	No Change
199	82	7.24 - Annexure 25		within the control of the affected party. Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure. If the event of force majeure continues for a period of more than Fifteen (15) consecutive days, then bank may have the option to terminate the Agreement upon written notice of such termination to the other party." This is to certify that proposed RFP# 11/2022-23 for Supply, Installation, Maintenance of Cash Recycler and providing Managed Services for 7 years is having the local content of% as defined in the above mentioned RFP and amendment thereto. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020. Issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and	content to be taken into calculation to arrive local content percentage.	to arrive local content percentage. Annexure-25 amended accordingly in lines with Make-In-India guidelines 2017 and all	No Change
199	82	7.24 - Annexure 25		within the control of the affected party. Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure. If the event of force majeure continues for a period of more than Fifteen (15) consecutive days, then bank may have the option to terminate the Agreement upon written notice of such termination to the other party." This is to certify that proposed RFP# 11/2022-23 for Supply, Installation, Maintenance of Cash Recycler and providing Managed Services for 7 years is having the local content of% as defined in the above mentioned RFP and amendment thereto. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020. Issued by Department for Promotion of Industry and	content to be taken into calculation to arrive local content percentage.	to arrive local content percentage. Annexure-25 amended accordingly in lines with Make-In-India guidelines 2017 and all	No Change

200	91	7.28. ANNEXURE C: SCOPE OF WORK Project Scope	22) Bidder should comply all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc. as required by Bank, RBI, Govt. etc. free of cost.	22) Bidder should comply all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc. as required by Bank, RBI, Govt. etc. free of cost.	Need sample reports with clarity.(C3R, VCB, DLR etc.)	RFP Clause self explanatory, report format to be shared with successful bidder	No Change
201	16	3.17	Contract Period	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 30 days prior notice.	We request the Bank to change this clause as termination provision of the agreement already addresses the same. This clause to be removed from the contract to remove any ambiguity.	No change in RFP Clause	No Change
202	21	3.35	Repeat Orders	Bank of Maharashtra reserves the right to place repeat order/s to the extent of +25% & -50% of original order both in terms of quantity and amount on the bidder under the same terms and conditions	Any increase and or reduction in quantity will be only on mutually agreed terms as considering the current environment, it may not be possible for the bidder to hold price for two years.	No change in RFP Clause	No Change
203	28	6.24 and 6.24.1	Exit Option & Contract Re- negotiation and Termination	The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions: a. Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 30 days of receipt of purchase order by the Bank; b. The selected bidder commits a breach of any of the terms and conditions of the contract. c. The bidder goes into liquidation voluntarily or otherwise. d. An attachment is levied or continues to be levied for 7 days upon effects of the bid. e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits. f. Deduction on account of liquidated damages exceeds 10% of the total contract price. g. Delay in delivery / installation / commissioning of machine and services required under RFP beyond the specified period for the same as mentioned in the order	negotiate but there is no option for the bidder to terminate or re-negotiate. We would request Bank to add the clause	No change in RFP Clause	No Change
204	29	6.24.1	Termination	The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason	The bidder's proposal is based on the fundamental assuption that this contract will live its full term. Having this clause essntially means this contrat is valid for 30 days only cost of which from bidder's prespective is very high. We recommend that Bank in such case pay termination fee to the Bidder.	No change in RFP Clause	No Change
205	33	6.31	Indemnity	Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 6.41 of the RFP	case , if this has to be part of the agreement , Bidder can	No change in RFP Clause	No Change
206	89	7.28- Annexure C- Scope of Work	Project Scope	The Cash Recyclers proposed for deployment under this RFP shall comply with all the guidelines as and when issued by RBI, IBA, NPCI/NFS, UIDAI guidelines, any other authority/regulatory, GOI guidelines.	Since , no one knows or control regulatory changes , should there any change in such guidelines etc , the same will be complied with at the cost of Bank .	No change in RFP Clause	No Change

207 90	7.28	OF WORK, point no i 15 c	nstance of Bank like IP changing activities, changes in cassette configurations, Screens etc. without any extra	Bidder shall do <u>one free visit</u> for example like IP changing activities, changes in cassette configurations, Screens etc. at each site without any extra cost to Bank during contract period. Request bank to amend this clause accordingly	No change in RFP Clause	No Change
208 91	7.28	OF WORK, point no E 20 c	Bank's branding. In case the vinyl wrap gets torn or discolored, the vendor is required to wrap it again	Bidder shall provide vinyl wrapping with every new machine supplied to the bank at the time of installation. For torn or discolored vinyl wrapping, extra commericals at mutually agreed rates shall be applicable. Request Bank to amend this clause accordingly	No change in RFP Clause	No Change
209 94	32 iii	Maintenance of quipment's at Cash Recycler sites (SLM) r during the period of a	parts (OEM make only) including all consumables due to any breakdowns, thefts, voltage fluctuation, earthing	voltage fluctuation, electrical malfunctioning, destruction, theft, burglary etc. are not covered under comprehensive AMC and shall be chargeable to the customer. Request Bank	No change in RFP Clause	No Change
210 95	32	Line Maintenance r s f v	responsibility of the Cash Recycler (both hardware & software). Bank shall not pay any charges for	Faulty parts due to site infra issue i.e. earthing, voltage fluctuation, short circuit are not covered under AMC and shall be repaired/ replaced on chargeable basis as per the agreed rates. Request Bank to amend this clause accordingly	No change in RFP Clause	No Change
211 99	42	cash management is managed by the t bidder) s (r i i (c t t a a c c	Bank handled by them in the vault/in transit/in CRM s adequately insured with the bank as beneficiary. (If cash management service is provided by Vendor) (d) In case of any cash Loss, the Vendor should reimburse the loss amount to the Bank mmediately, without waiting for settlement of insurance claim (e) in the event if any of the Cash recycler machine got damaged or to be repaired or parts to be replaced by any act not attributable to vendor then vendor will replace those parts and if bank claims any insurance for the same then the cost of the replaced parts to be	 (a) Bidder can insure cash (only in Vault and in transit for clarity not for cash lying in CRM) (d) Bidder proposes to include below text for absolute clarity on cash loss -: "Bidder shall be liable for all cash losses incurred/sustained by the Bank during the period cash is in the custody and control of CIT Company i.e from the time the cash is received by CIT Company (Cash in Transit or in CIT Vault) till such time it is deposited in ATM. Once cash is loaded and updated in ATM/ CR liability of Bidder will be over and therefore, Bidder no longer shall be responsible for the cash loss unless such cash loss from ATM/ CR is conclusively proved to be caused by CIT Company representatives in the performance of services. (e) Bank will be liable unless damage caused to CR is soley caused by Bidder. 	RFP clause is self explanatory	No Change

212	107	7.32. i	Penalty for downtime	Cash Recycler on monthly basis. For each percentage downtime below 98%, a penalty equivalent to twice the percentage of downtime will be deducted out of total monthly bill amount on per Cash Recycler basis.	We request bank to provide exclusion for below scenarios as they are beyond our control i. Supervisory time ii. Bank dependency, actual downtime due to cash out on account of non-supply/less-supply of cash by the Bank iii. Bank dependency, actual downtime on account of ATM switch downtime iv. In case of non-availability of connectivity for reasons solely attributable to the Bank, where bank provided connectivity is not available, this exclusion shall be available. v. Core Banking Solution Host outages vi. Any other cause directly affecting the downtime solely attributable to Bank's infrastructure including power outages viii. Lobby or captive ATMs not accessible beyond banking hours viii. Remote Branches – closed due to power or infrastructural issues ix. Closure is enforced by law enforcement / Police authorities x. Non availability of branch person to clear the cash Jams/ cash out xi. Any other exclusion agreed by the bank	RFP clause is self explanatory	No Change
213	112	5.17		Cash Recycler must pass the test to identify the year of issue of the Indian Currency Note with 100% accuracy in single test.		No change in RFP Clause	No Change
214	107	7.3.2 iii	Penalty for non- supply of consumables/ Low quality consumables:		Penalty of 1000/- per day is very high. Request Bank to reduce this to Rs. 100/- per day.	No change in RFP Clause	No Change
215	108	7.3.2 iv	iv Penalty under EJ Pulling services and EJ Reconciliation	is at least 98% on T+1 basis and 100% on T+3 basis. In	Penalty of 1000/- per day is very hifh. Request Bank to reduce this penalty amount to Rs. 50/- per day with a capping of monthly EJ pulling charges for a CDM	No change in RFP Clause	No Change

216	18	3.22	Procurement (Preference to Make	Guidelines issued as per PPP-MII (Public Procurement (Preference to Make in India), 16th September 2020) by Government of India will be followed for evaluation of the bids.	+ AMC + Managed Services for 7 years + Additional cassetttes set + OTC lock management + VSAT connectivity + Cash Management for 7 years". As per Government Make in India Guidelines, Only Product can be considered under "Local Content", not services. Services like "Transportation, insurance, installation, comminssioning, training and after sales and services support like AMC/CMC can not be considered under Make in India. These services is addional one which supports "product". Few bidders can import product and offer local above mentioned services and claims Make in India compliant, then this will be violation of Make in India giudelines. Hence we request bank to revise the TCO and only includes "Machine + Cassettes". Services bank can keep out of TCO but ask vendor to submit the prices now only. Based on this Bidders who manufactures machines	The Recycler and its components are to be taken into calulation to arrive local content percentage. Annexure-25 amended accordingly in lines with Make-In-India guidelines 2017 and all amendments thereof.	No Change
217	109	7.33	specifications	Bidder should provide Cash Recyclers with Licensed Windows 11 Operating System or above with latest service pack or any other higher Operating Systems with latest updates. Bidder is responsible to upgrade the OS of Cash Recyclers or higher version before expiry of extended support of Service Provider 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.	locally will only bid for RFP and bank can get machines which are fully Make In India compliant and their guidelines. Windows 11 OS is not aviliable in Recycler machines, however current Windows 10 OS can be upgraded to Windows 11 with current LTSE 21 version, which is avilaible in Windows 10 OS. suggest Bank to accept Windows 10 OS	Bidder should provide Cash Recyclers with Licensed Windows 10 Operating System or above with latest service pack or any other higher Operating Systems with latest updates. Bidder is responsible to upgrade the OS of Cash Recyclers or higher version before expiry of extended support of Service Provider 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.	Changes to enhance participation
218	85	7.26	Annexure A	GST exclusive	bank can change TCO and put separtae line item for GST	No change in RFP Clause	No Change
219				RFP response submission	pricing to get the clarity Request bank to clarify whether RFP response submission is online or offline. If few documents need to submit offline, then suggest those documents name	Document needs to be uploaded in GeM portal as response. Legal document executed on stamp paper like Pre Contract Integrity Pact, NDA etc and EMD in form of DD/ BG should be couriered in physical form. EMD in form of DD is valid for 90 days and EMD in form of BG is valid for 180 days.	No Change
220				Extension for Bid Submission	Request bank to provide extension for 3 weeks for RFP response submission, since this is hoiliday season, so approvals will require more time. Request to provide extension	as per GeM rule whenever Pre Bid Query Response minimum 7 days given to upload Bid Document.	No Change
221	15	3.10 (c)	Scrutiny of Offers c. Commercial Evaluation	In case only Two bidder participated in the tender process, reverse auction may not be conducted and the commercial bid submitted by the bidder will be considered. However, Bank's decision will be final in this regard.	Request Bank to remove the clause and conduct the reverse auction even when there are only 2 bidders	No change in RFP Clause	No Change

222	19	3.24	Commercial	Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.	Request bank to remove this clause and specifically mention the exact Scope of Work	RFP clause is self explanatory	No Change
223	89	7.28 (8)	Project Scope	any extra cost and any upgrade to the TLS higher version	We request bank to amend clause as "Bidder should ensure that ATM/CD/CRM provided to Bank should have TLS 1.2 Solution implemented without any extra cost and any upgrade to the TLS higher version has to be done by the bidder during the contract period without any additional cost to the Bank"	Bidder should ensure that ATM/CD/CRM provided to Bank should have TLS 1.2 or above Solution implemented without any extra cost and any upgrade to the TLS higher version has to be done by the bidder during the contract period without any additional cost to the Bank	Changes to enhance participation
224	90	7.28 (15)	Project Scope	instance of Bank like IP changing activities, changes in	We request bank to amend clause as "The Vendor should perform the various activities at the instance of Bank like IP changing activities, changes in cassette configurations, Screens etc. at any cost mutually agreed with the Bank."	No change in RFP Clause	No Change
225	91	7.28 (20)	Project Scope	Cash Recyclers should have vinyl wrapping as per the Bank's branding. In case the vinyl wrap gets torn or discolored, the vendor is required to wrap it again without any additional cost to the Bank.	Request Bank to add exception like Vandalism, theft attempts where bank will have to bear the additional cost	No change in RFP Clause	No Change
226	91	7.28 (23)	Project Scope	Vendor should provide the patch cord of required length at the site and attend the LAN cable issues from I/O port to Cash Recycler under warranty and AMC period without any extra cost or claiming of visit charges to Bank and replace damaged patch cord in case of requirement.	Request Bank to add exception like Vandalism, theft attempts where bank will have to bear the additional cost	No change in RFP Clause	No Change
227	91	7.28 (25)	Project Scope	The CRM should have capability to work on Bank's IST Switch, Bank may add/ upgrade switch vendor. Bidder should be able to provide software solution to bank without any additional cost to Bank.	Software solutions will be provided to the bank at additional rates mutually agreed with the bank	No change in RFP Clause	No Change
228	95	7.28 (32) (viii)	Project Scope	Implementation of hardware and software level Configuration changes including cassette configurations / IP configuration changes wherever required/ necessitated without any extra cost to Bank during contract period	Implementation of hardware and software level Configuration changes including cassette configurations / IP configuration changes wherever required/ necessitated with additional cost mutually agreed with the Bank during contract period	No change in RFP Clause	No Change
229	95	7.28 (32) (ix)	Project Scope	The Vendor is expected to take full-fledged responsibility of the Cash Recycler (both hardware & software). Bank shall not pay any charges for fixing/replacing any spare parts/ consumables for whatsoever reason other than Vandalism, fire and natural calamities	The Vendor is expected to take full-fledged responsibility of the Cash Recycler (both hardware & software). Bank shall not pay any charges for fixing/replacing any spare parts/ consumables for whatsoever reason other than Vandalism, fire and natural calamities and reasons attributable to customer or bank official	No change in RFP Clause	No Change
230	98	7.28 (40) (3)	Project Scope	At the request of the Bank, the Vendor should provide more rounds of user/administrative training at the required locations, without any extra cost	At the request of the Bank, the Vendor should provide more rounds of user/administrative training at the required locations, at additional cost mutually agreed with the bank	No change in RFP Clause	No Change

231	107	7.32	Liquidity damage/Penalty for delay in commissioning	and commissioning within the said period, then liquidated damages @ 3% of the Cash Recycler Price will be charged for every week's delay subject to maximum of 10 % of the Cash Recycler Price. Thereafter, the contract may be cancelled and amount paid in excess if any, to the bidder, will be recovered with 1.25% interest	commissioning within the said period, then liquidated damages @ 1% of the Cash Recycler Price will be charged for every week's delay subject to maximum of 5% of the Cash Recycler Price. Thereafter, the contract may be cancelled and amount paid in excess if any, to the bidder, will be recovered with 1.25% interest per month. The Bank also has the right to invoke the performance guarantee after giving	No change in RFP Clause	No Change
232	107	7.32 (i)		Cash Recycler on monthly basis. For each percentage downtime below 98%, a penalty equivalent to twice the	Request bank to add exclusions like time taken for Cash evacuation or cash filling, force majeure, theft/vandalisms, machine being down due to other reasons attributable to the bank or bank dependency	No change in RFP Clause	No Change
233	107	7.32 (iii)	damage/Penalty for delay in commissioning	deducted towards non-supply of consumables as reported by the branches/offices. In case the Vendor supplies low-quality consumables in the Cash Recycler and if it is reported that the functioning of the Cash Recycler machine is problematic due to low-quality consumables utilized in the Cash Recycler, the bank will impose a penalty @ Rs.1000/- for each Cash Recycler	Penalty of Rs. 100/- per day per Cash Recycler will be deducted towards non-supply of consumables as reported by the branches/offices. In case the Vendor supplies low-quality consumables in the Cash Recycler and if it is reported that the functioning of the Cash Recycler machine is problematic due to low-quality consumables utilized in the Cash Recycler, the bank will impose a penalty @ Rs.100/- for each Cash Recycler per instance per day till the consumables are replaced.	No change in RFP Clause	No Change
234	108	7.32 (vi)		stain free, dust free and the vendor shall ensure the	The Vendor shall ensure maintenance of all the ATM sites under the proposed contract. The site should be stain free, dust free and the vendor shall ensure the proper ambience of the site. If Vendor is unable to do so for any reason, bank will impose a penalty @ Rs. 100/- for each location per instance per day.	No change in RFP Clause	No Change

235	108	7.32 (iv)	Penalty under EJ Pulling services and EJ Reconciliation:	Vendor 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 Recycler. 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 vendor claimed by the cardholder	Vendor 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.100/- per day per Cash Recycler. 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 vendor claimed by the cardholder	No change in RFP Clause	No Change
236	108	7.32 (vii)	Monthly management review by Vendor:	The vendor has to take monthly Management Review of the performance of Recyclers installed and submit a summary report with detailed analysis to Bank within 7 days of succeeding month, failing which, penalty of Rs. 50,000/- (Rupees Fifty thousand only) per month will be recovered from the payments due.	The vendor has to take monthly Management Review of the performance of Recyclers installed and submit a summary report with detailed analysis to Bank within 7 days of succeeding month, failing which, penalty of Rs. 5,000/- (Rupees Five thousand only) per month will be recovered from the payments due.	No change in RFP Clause	No Change
237	20	3.33		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.	Extention shall be on such terms and conditions as mutually agreeable. Extension on same terms and conditions is not acceptable as there will be changes in commercials etc. Bank to consider and change clause accordingly.	No change in RFP Clause	No Change
238	24	6.4		Bank reserves the right to visit any of the bidder's premises without prior notice to ensure that the Bank's equipment hosted at the site are not misused	Bank should give reasonable prior notice in writing and such visits shall be done in during normal working hours of Bidder without disturbing the day to day operations of the Bidder.	No change in RFP Clause	No Change
239	27	6.19		The scope of work / services mentioned in this RFP or subsequent agreement shall not be assigned either fully or in part by the Bidder to any third party without the prior written consent of Bank. Bank may at any time in whole or in part, assign or transfer any of its rights benefits and obligations under this agreement to any third party without consent of Bidder.	Such prior written consent should not be unreasonable withheld or delayed. Bank to modify the clause accordingly. Bank shall consider and give at least a prior notice / intimation to Bidder in case of assign or transfer. Bank to modify clause accordingly.	No change in RFP Clause	No Change
240	27	6.20		The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Bank.	Request of the Bidder should not be unreasonable withheld or delayed by the Bank. Bank to make to modify the clause to cover the aforesaid provision.	No change in RFP Clause	No Change
241	27	6.21		It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the bidder against its services. bidder undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice	Not acceptable. This clause to be deleted. The Loss cannot be assessed. Business Finance to confirm	No change in RFP Clause	No Change

242	28	6.23	After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order		No change in RFP Clause	No Change
243	29		NEW CLAUSE SUGGESTIONS	The Termination right for Bidder to be included. Bidder must have termination rights. Bank to consider to inlcude clause accordingly.	No change in RFP Clause	No Change
244	29	6	In addition to the cancellation of the contract, the bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. Further the bidder would also be required to compensate the Bank for any direct loss incurred by the Bank due to the cancellation of the contract and any additional expenditure to be incurred by the Bank to appoint any other bidder.	Highlighted text in blue to be deleted as same cannot be accepted by the Bidder	No change in RFP Clause	No Change
245	31	6.28	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.		No change in RFP Clause	No Change

246 32		6.30		No Change
1			If the bidder fails to deliver any or all of the Goods or (i) Bank may consider to reduce liquidated damages rates No change in RFP Clause perform the Services within the time period(s) specified from existing 3 % to 1% or 0.50% as it will be on standard	
			in the Contract, the Bank shall, without prejudice to its basis.	
			other remedies under the Contract, deduct from the	
			Contract Price, as liquidated damages, a sum equivalent (ii) the word "company" to be replaced with "bidder" as	
			to 3% of the complete contract amount until actual same seems to be typo error.	
			delivery or performance, per week or part thereof (3	
			days will be treated as a week); and the maximum (iii) Bank shall not be entitled to withhold any amounts from	
			deduction is 10% of the contract price. Once the the payment due to same bidder from any other projects.	
			maximum is reached, the Bank may consider Each project is separate project and governed by separate	
			termination of the contract. Bank reserves its right to Agreement, bank cannot set off against other contracts/	
			recover these amounts by any mode such as adjusting projects. Highlighted lines in blue to be deleted.	
			from any payments to be made by the Bank to the	
			company. Monday to Saturday will be considered as a	
			week. Part of week will be treated as a week for this	
			purpose. However, the Bank may, at its discretion,	
			waive the liquidated damages in case the delay cannot	
			be attributed to the Bidder.	
			Bank will deduct the amount of liquidated damages	
			from the payment due of the same project from the	
			Successful bidder. Bank may also withhold the amount	
			to be recovered from the payment due from other	
			projects held by the same bidder. Any such recovery or	
			liquidated damages shall not in any way relieve the	
			Successful bidder from any of its obligations to	
			complete the works / service(s) or from any other	
			obligations and liabilities under the	
247 33	3	6.31	Existing clause:- Bidder shall indemnify, protect and Bank shall also indemnify the Bidder due to acts or No change in RFP Clause	No Change
			save the Bank and hold the Bank harmless from and omissions, fraud of its employees, agents etc. Similar clause	-
			against all claims, losses, costs, damages, expenses, shall also be incorporated by the Bank.	
			action suits and other proceedings, (including [NEW CLAUSE SUGGESTED]	
			reasonable attorney fees), relating to or resulting	
			directly or indirectly from (i) an act or omission of	
			Bidder, its employees, its agents, or employees of the	
			consortium in the performance of the services provided	
1			by this contract	
1				

		6.32	resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, epidemic, pandemic, flood, fire, explosion, war, and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party. Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure. If the event of force majeure continues for a period of more than Fifteen (15) consecutive days, then bank may have the option to terminate the Agreement upon written notice of such termination to the other party.	any restrictions imposed or orders ithority. Bank to consider and modify have right to terminate services in portinues for more than 15 days (and eriod shall be extended and made to 30 ys. Bank to consider changes	No Change
249	34	6.33	All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. In case of non settlement, the higher authorities of both the parties will intervene and negotiate amicably. However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitrator and Conciliation Act 1996 or any modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English. All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the Courts in Pune and the parties agree to submit themselves to the jurisdiction of such court. This Project agreement shall be governed by the laws of India.	nue of the Arbitration from Pune to sider change.	No Change
250	40	6.43 (8)	particular piece of work till such work is complete unless employees for the wo	Ider should be free to assign its No change in RFP Clause rk on rotational basis. Practically n consent every time an employee	No Change

251	42	6.52		All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator. However, in case non-consensus on Sole Arbitrator within 15 days, each party will appoint one Arbitrator		No change in RFP Clause	No Change
252	63	8		In case of any allegation of violation of an provisions of this act or payment of commission the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.	Bank shall limit the documents and information only which is relevant to this RFP and SLA entered with respect to this Project only. Other documents and books of accounts cannot be provided to the Bank. Bank to suitably modify clause accordingly.	No change in RFP Clause	No Change
253	104	d		In case any components of the Cash Recycler are found to be defective/damaged, payment in respect of such Cash Recycler will be withheld by Bank till the defective component or the Cash Recycler itself is replaced or repaired as per Bank directives	Suggest to include the word "or repaired" as highlighted in green.	No change in RFP Clause	No Change
254	113		7.2	Solution should be able to store the images/video in a digital format for minimum 3 months at an average of 400 transactions per day.	There should be mentioning of Maximum or Upto. It cannot be open ended.	No change in RFP Clause	No Change
255	113		7.7 % 7.1	The hardware should be integrated within the Cash Recycler. Solution must be able to capture image of the customer approaching and performing transactions at the Cash Recycler. This solution should be an Integrated with the machine and capture images based on motion.	Video surveillance is independent system. We need to know the integration required as it is not clear.	RFP clause is self explanatory	No Change
256	113		7.13	If camera is masked or wire is cut then machine should give alarm	Need clarification whether to have intrusion panel or detection system.	RFP clause is self explanatory	No Change
257	89	7.28	ANNEXURE C: SCOPE OF WORK - Project Scope	13) Vendor should ensure that Cash Recycler should have pilfer proof camera at the cash accepting/dispensing slots and be able to capture the images at the time of accepting and dispensing the cash. Vendor should ensure that have external Dome Camera with required cabling and casing work at no additional cost and should be installed in such a way that it captures images of overall site.	Need clarity on Lobby footage responsibility	RFP clause is self explanatory	No Change

258	90	7.28	ANNEXURE C: SCOPE	18) Bank reserve the rights to outsource the cash	Required consolidated CBR report for Branch managed	RFP clause is self explanatory	No Change
			OF WORK - Project	management services for Cash Recyclers which will	CRMs. whether to load fresh cash or recycle the deposited		Ũ
			Scope	include following areas: - a) Removing Cash, tallying	cash		
				with the CBR (Cash Balancing Report) and depositing the			
				cash with the designated branch of the Bank. b) Cash			
				Evacuation / Replenishment every alternate days or as a			
				when required and it should be ensured the cash inside			
				the recycler should be enough to work all day for			
				customers. (applicable for cash management handled by			
				bidders) c) 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 under AMC it will be done			
				on mutually agreed term. d) Cash Reconciliation/			
				Management on T+1 basis as given details in Point			
				No.20 Cash Reconciliation / Management. e) Any other			
				cash related activity will be finalized with the successful			
				Vendor. f) Compliance to RBI MHA & CC swap should be			
				implemented. However, the above services shall be			
				optional i. e. Bank shall have discretion to go for it or			
				not. 19) BANK reserves the right to verify /evaluate the			
				claims made by the Vendor independently. Any decision			
				of BANK in this regard shall be final.			
259	91	29		Cash Reconciliation/Management (For Location		No change in RFP Clause	No Change
			OF WORK - Project	wherever cash management is entrusted to bidder):			
	-		Scope				
260	91	а		a) The Vendor should provide support to resolve	Required clarity that HPY will perform in Hitachi premises or	RFP clause is self explanatory	No Change
			OF WORK - Project	reconciliation disputes within 3 working days of	Bank premises		
			Scope	reporting the difference. If the Vendor does not respond			
				by third working day the difference amount will be			
				recovered from Vendor on fourth working day.			
261	91	b	ANNEXURE C: SCOPE	b) Upon reconciliation if difference is observed, the	Required clarity on monthly sign off for reconciliation &	RFP clause is self explanatory	No Change
			OF WORK - Project	Vendor will be responsible for reconciliation of cash and		- F /	0-
			Scope	resolution of all related complaints received from			
				customers. The cash shortage under this model has to			
				borne by the Vendor.			
262	91	с	ANNEXURE C: SCOPE	c) Transaction level Reconciliation for Deposits and	- Required ATM wise GL for all the Machines for transaction	RFP clause is self explanatory	No Change
			OF WORK - Project	Withdrawals — Vendor has to provide support for	level recon along with the consolidate Switch file on T+1		
			Scope	carrying out the reconciliation activity like providing EJ			
				and CBR within the TAT. In case of any disputes, Vendor			
				has to provide necessary support for reconciliation of			
				the same.			
263	91	d	ANNEXURE C: SCOPE		- Required Cash jam feed for Joint visit process from Switch	No change in RFP Clause	No Change
			OF WORK - Project		for Joint visit & need mutually agree the Joint visit process		
			Scope		and same has been applicable to offsite only where Cash		
264	01			d) CL Desensitiation - Desensitiation of Dhurter Contract	managed by Hitachi	No shanga in DED Clause	No Change
264	91	e		d) GL Reconciliation – Reconciliation of Physical Cash as		No change in RFP Clause	No Change
			OF WORK - Project Scope	per CBR (Cash Balancing Report) and GL.			
265	91	f		e) Dispute Resolution for Cash deposit transactions and	Need clarity on dispute resolution TAT for deposit &	No change in RFP Clause	No Change
			OF WORK - Project	Cash Withdrawal Transaction.	withdrawal (as per RBI/NCPI) we have 5 calendar day TAT		-
			Scope		for chargeback, 7 days from Pre-arb & 7 days for ARB/BO		
		1	1		1 · · · · · · · · · · · · · · · · · · ·	1	

266	91	ANNEXURE C: SCOPE OF WORK - Project Scope	f) Any shortage or loss of cash, 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 Vendor by the Bank after adjustment of outstanding dues if any.		No change in RFP Clause	No Change
267	92	ANNEXURE C: SCOPE OF WORK - Project Scope	ix. In the event of the Bank requiring EJ of a particular transaction, vendor should provide the same within two hours in text format by email to the Branch with reconciliation report of the transactions of the particular day. In the event of non-availability of EJ centrally for whatsoever reason, the vendor should send its personnel to Branch and retrieve EJ from CASH RECYCLER hard disk and assist in reconciliation by providing transaction log, reconciliation report within one day without any additional cost to the Bank.		RFP clause is self explanatory	No Change
268	95	ANNEXURE C: SCOPE OF WORK - Project Scope	vi. The Vendor has to provide Cash Recycler camera image, dome camera image and cash accepting/dispensing camera image free of cost, whenever Bank requires the same. The storage at Cash Recycler should be holding the images at least for a period of 6 months.	Mr. Prakash Shukla need to confirm on Dome camera	No change in RFP Clause	No Change

	Pre-bid Queries : RFP 12/2022-23 for Supply, Printing, Personalization and Dispatch of EMV Debit Dual Interface Contactless							
Sr. No.	General Query related to RFP	Comment / Suggestions	Bank's Response	Response Cateegory				
1	Onsite/Offsite	Request bank to provide onsite offsite breakup	as per commercial bid line item no 7	no change				
2	Site for Cash replenishment	Kindly confirm the count of sites for Cash replenishment	as per commercial bid line item no 7	no change				
3		Kindly confirm if Vsat (Hardware) will be provided by bank. Bidder needs to bear the cost of Bandwidth only. Kindly confirm	All cost of VSAT / network connectivity arrangement including hardware, bandwidth cost shall be borne by the bidders	no change				
4	Penalty capping	Request bank to cap penalty per ATM per month to 7%	No Change in RFP Clause	no change				
5	Clarification on TCO	Point#3 is Managed Services. Kindly confirm what all services will be considered under Managed Services	Managed All services specified in the RFP scope of work except cash management, VSAT/Network connectivity at Offsite locations and housekeeping services at Offsite Locations	no change				