

Amendments and Clarification to Request for Proposal for Supply, Deployment and Management of ATMs /Cash Dispenser under Capex Model (RFP032014)

Addendum /Additions / Deletions

S.N./ RFP Ref No.	Features	Compliance
16	Fire Extinguisher: Supply and fixing of 01 No. 2.0 kg Portable Co2 Fire Extinguisher Unit of approved make with mounting arrangement on wall, pipes and all accessories. The extinguisher to be filled up properly with gas.	
17	Air Conditioner: Providing & fixing 1T High Wall Split ACs (with minimum 3 star rating) of reputed make with 100% standby unit; timer unit to be provided for alternate operation of the two A.C units thus provided. Copper, drain pipe length not exceeding to 5.0 Mtr. including internal/external 1/2/3 KVA Voltage stabilizer as per the requirements Copper Piping standard is 5 meters. Copper cabling > 5 Meters is on chargeable basis for AC installation at mutually agreed rates..	
Section 3, Point No. 3.22	Labour Laws: Successful Bidder has to observe all the states and central laws related to labor. Successful Bidder shall indemnify the Bank for loss and damages payable to the workers of Successful Bidder by order of any Law. Successful Bidder shall in no way shall be employees of the Bank and shall not be eligible any Employment under the Bank for any reasons whatsoever in relation to these Contracts. This shall also be legal binding on all bids subcontractors. It is Successful Bidder's responsibility to make this clear to its subcontractor.	

Amendments / Clarifications /Deletions

S.N.	RFP Ref No.	Existing Clause	Amended Clause/ Deleted Clause
1	Annexure 5- Technical Functional Specifications, Sec 3, Point No. 3.2	Dispense up to 40 notes per transactions	Dispense up to minimum 40 notes per transactions. It can be upgradable to 60 notes per transaction or more complying with the standard.
2	Annexure 5- Technical Functional Specifications, Sec 4	CASH ACCEPTOR (Optional)	Deleted
3	Section 2, Point 8	Care Taker Services (Optional)	5(five) % of the applicable Caretaker Services charges (as per the governing labor laws / wage act of the state / UT) will be given as admin charges.
4	Section 3.1.2.6:	Taxes: All the applicable taxes, duties, octroi, LBT, levies, charges, license fees, road permits, etc. in connection	The above quotes are inclusive of all applicable costs and taxes like customs duty, excise duty, import

		with the delivery of ATMs/ CDs at site including incidental services and commissioning shall be borne and paid by the bidder and as such the minimum guarantee for each site required to be paid by the Bank against the services being availed under this contract shall be all-inclusive amount with applicable service taxes separately. No price variation including those relating to increase in customs duty, excise duty, dollar price variation etc. will be permitted. The prices quoted will also include transportation to respective sites, insurance till delivery at the bank's site. The ATMs/ CDs would be supplied and delivered at the locations which will be provided by the Bank.	taxes, freight, forwarding, insurance, delivery, installation, training etc. at the respective delivery location of the bank but exclusive of only applicable Service Tax and Octroi /LBT/ Entry Tax / equivalent local authority cess, which shall be paid / reimbursed on actual basis on production of bills. The price quoted by the vendor should not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty, excise tax etc. Further, receipts of such payments made to relevant authorities must be produced for Octroi / Entry Tax / equivalent local authority cess. The Bank will not pay any other taxes, cost or charges. Any upward /downward revision in the tax rates from the date of the bid submission will be to the account of the Bank.
5	Annexure-7, Page No. 101	1KVA single phase input & output, online double conversion unit with facility for Automatic Switch Over to battery and Visa-Versa without any delay. Intelligent load/signage/Aircon and inverter management based on real time. Microprocessor controlled high frequency PWM technology. UPS should have 8 hours backup; Optionally Solar integration shall be possible post installation in the field (upgradable) , Bidder to provide undertaking to this effect	2KVA single phase input & output, online double conversion unit with facility for Automatic Switch Over to battery and Visa-Versa without any delay. Intelligent load/signage/Aircon and inverter management based on real time. Microprocessor controlled high Frequency PWM technology. UPS should have 6 hours backup; Optionally Solar integration shall be possible post installation in the field (upgradable) , Bidder to provide undertaking to this Effect
		Battery Voltage: 36V	Battery Voltage: 96V
6	Section 3.2, Page No. 40	Order Cancellation	Addition to Clause: e. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
7	Section 3.21, Page No. 53	Contract Continuity- The Contract with the successful bidder shall terminate only on explicit correspondence to that effect by the Bank. Until such time, the bidder shall continue to provide the ATM Services at the Contract Prices specified in the	Contract Continuity- The contract shall terminate only on explicit correspondence to that effect. Until that time, successful bidder shall continue to provide the service at the contracted price as per the agreement. As and when the Bank decides to purchase its own switch or

		<p>Contract till the completion of Transition period. After the completion of the Contract period, this Contract can be renewed for further periods on such terms and conditions to be mutually agreed between the Parties.</p> <p>In case the Bank desires to engage the alternate solution, the bidder shall continue the services at the existing terms until the alternate solution is available or maximum 6 Months whichever is earlier.</p>	<p>change the current business model / vendor, successful bidder has to coordinate for migration of ATM network to the Bank's new model without causing disruption of the ATM Services to customers of the Bank at no extra cost to the Bank. The migration period and the support required from successful bidder shall be communicated to successful bidder one month before the transition starts. Bank shall reserve right to revise the migration period.</p> <p>During transition period successful bidder shall at least, but not limited to, provide support in terms of migration support of assets and data, training and knowledge transfer and any other type of support during the defined transition period.</p>
8	Section 5, Pint No. C i), Page No. 55	<p>Addition to Clause</p> <p>On Completion of Site Work:</p>	<p>Quantity/quality of works has to be checked by the Bank's authorized officials of the Bank within 30 days of completion of site work. If any Discrepancies are observed, bidder has to sort out the same without any extra cost to the Bank.</p>
9	Section 3, Point 3.1.2.8, a)	<p>Commercials: a) The Bank will consider the Total Cost of Ownership (TCO) over a Five-year period Starting from date of acceptance. (date of acceptance – the date of go-live of last CD /ATM as per the RFP.</p>	<p>The Bank will consider the Total Cost of Ownership (TCO) over a Five-year period Starting from date of acceptance. (date of acceptance – will be per site / ATM/CD deployment).</p>
10	Section 3.1.2.10.13	<p>The contract period will commence from the date of go live acceptance of last 500th ATM. The Installation cum Inspection Test & Check certificates jointly signed by Vendor's representative and Bank's official should be received at along with invoice etc. for scrutiny before taking up the request for consideration of payment.</p>	<p><u>Amended Clause:</u></p> <p>The warranty will commence from first day of next month for all the ATMs/CDs installed and duly accepted by the bank during the month. The Installation cum Inspection Test & Check certificates jointly signed by Vendor's representative and Bank's official should be received at along with invoice etc. for scrutiny before taking up the request for consideration of payment.</p>
		<p>App 1 Form B 02 part 2 of 5, E.</p> <p>MISCELLANEOUS Items:</p> <p>MS rolling shutter (without box)</p> <p>Providing & fixing MS rolling grills with box or enclosures, with necessary locking arrangement both when closed or opened, including painting with 2 coats of synthetic enamel paint over a coat of primer etc complete all as per drawings &</p>	<p>App 1 Form B 02 part 2 of 5, E.</p> <p>MISCELLANEOUS Items:</p> <p>MS rolling shutter (without box)</p> <p>Providing & fixing MS rolling grills or enclosures, with necessary locking arrangement both when closed or opened, including painting with 2 coats of synthetic enamel paint over a coat of primer etc complete all as per drawings &</p>

		instructions of the Architect /Bank (Asian/ J&N / Berger or equivalent) (Sq. Ft.)	instructions of the Architect /Bank (Asian/ J&N / Berger or equivalent) (Sq. Ft.)
		App 1 Form B 02 part 4 of 5, A. Mandatory Items, Providing & fixing t 12" x 12" mirror optic fixtures with white diffusers (each) Total:4	App 1 Form B 02 part 4 of 5, A. Mandatory Items, Providing & fixing t 2' X 2' mirror optic light (each) Total:4
	2.3 Consumable Stationery Replenishment	Bidder under FLM services should replenish the consumable like paper for receipt printer and Journal Print and printer ribbon without any quantitative limit.	Bidder under FLM services should replenish the consumable like paper for Receipt Printer and Journal Printer and printer ribbon; and ensure that adequate supply of consumable stationary is maintained so that machines do not run out printer stationary
	2.6 Site Implementation and Maintenance Services - f, Page No. 17	The Bank will provide the following: a. Site will be provided by the Bank i.e. room with 3 walls and rolling shutter. b. The electricity connection up to the ATM room. c. Payment of site rental & Electricity bill d. Networking arrangements including LAN Cabling.	The Bank will provide the following: a. Site will be provided by the Bank i.e. room with 3 walls and rolling shutter. b. The electricity connection up to the ATM room. c. Payment of site rental & Electricity bill d. Networking arrangements including LAN Cabling.
	Annexure 5/ Point :2.4	USB Ports in front for front access ATMs/ CDs, DVD writer with latest specification & with controller card, 1 RS 232 Serial port and 2 or more USB ports, 1 Ethernet Card 100 Mbps with RJ45 port, MPEG full motion video with voice guidance support to play both MPEG and wave / sound file	USB Ports in front for front access ATMs/ CDs, DVD writer with latest specification & with controller card, 2 or more USB ports, 1 Ethernet Card 100 Mbps with RJ45 port, MPEG full motion video with voice guidance support to play both MPEG and wave / sound file
	2.2.1	UL 291 Certified (or Bidder to Get Certificate within 6 months from date of awarding the Contract)	UL 291 Level 1 / CEN safes Certified(or Bidder to Get Certificate within 6 months from date of awarding the Contract)
	App1 Form B 02 part 2 of 5. C-1, App1 Form B 02 part 2 of 5. C-2	Providing & fixing gypsum board false ceiling with GI frame work all as per drawings & instructions of the Architect / Bank. Providing & fixing 2 to 3 line POP cornice (as per drawings)	Providing & fixing grid tile false ceiling with GI frame work all as per drawings & instructions of the Architect / Bank.
	App 1 Form B 02 part 4 of 5, A. Mandatory Items,	App 1 Form B 02 part 4 of 5, A. Mandatory Items, Providing & fixing 1 x 11 w CFL mirror optic fixture	App 1 Form B 02 part 4 of 5, A. Mandatory Items, Providing & fixing 1 x 11 w CFL down lighter
	Appendix 3, Service Levels Point No.2: Penalty	For failure to ensure minimum availability per CD /ATM calculated on monthly basis, the penalty will be levied as under: Availability PENALTY below 98% 3% below 97% 5% below 96% 7% below 95% 12% below 94% 12% below 93% 15% below 92% 17% below 91% 20%	For failure to ensure minimum availability per CD /ATM calculated on monthly basis, the penalty will be levied as under: Availability PENALTY below 98% 3% below 97% 5% below 96% 7% below 95% 12% below 94% 12% below 93% 15% below 92% 17% below 91% 20%

		Absenteeism of care taker will be charged additionally but total penalty per CD for a particular month will not exceed total monthly charges payable to service Provider for that CD for that month.	but total penalty per CD for a particular month will not exceed total monthly charges payable to service Provider for that CD for that month. The total penalty is subject to maximum of 10% of the contract value during Contract Period of five years)
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FORM 1: BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT (EMD)

Guarantee for Payment of Earnest Money/Security Deposit

Bank Guarantee no.:

Date

Period of Bank Guarantee: Valid up to

Amount of Bank Guarantee: Rs.

To,

Bank of Maharashtra,

IT Department,

1501, Lokmangal,

Shivajinagar, Pune 411005.

THIS DEED OF GUARANTEE made at thisday of between having its office at and Bank of Maharashtra, a Bank constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 'Lokmangal', 1501 Shivajinagar, Pune 411 005, hereinafter called the Beneficiary, of the other Part.

- Whereas the Beneficiary had invited tenders for Supply, Deployment and Management of ATMs /Cash Dispensers under Capex Model RFP No 032014 dated 13/01/2014.
- One of the terms of the RFP is that bidders are required to submit a Bank Guarantee in favor of "Bank of Maharashtra" towards Earnest money Deposit (EMD) for Rs. 50 Lacs valid for 180 days from the due date of the tender along with their offer.
- M/s hereinafter referred to as the said Vendors have given their offer in response to tender for Supply, Deployment and Management of ATMs /Cash Dispensers under Capex Model RFP No 032014 dated 13/01/2014 to the Beneficiary and the said vendors are required to deposit the said amount of earnest money (or security deposit) or to furnish bank guarantee.
- At the request of the said M/s..... the Bank has agreed to furnish guarantee for payment of the said amount of earnest money (or security deposit) in the manner hereinafter appearing:

NOW THIS DEED WITNESSETH that pursuant to the said tender and in consideration of the premises the Bank hereby guarantee to and covenant with the Beneficiary that the Bank shall, whenever called upon by the Beneficiary in writing and without demur and notwithstanding any objection raised by the said vendor, pay to the Beneficiary the said amount of Rs.50 Lacs (Rupees Fifty Lacs only), payable by the said vendor under the said Contract.

AND IT IS AGREED and declared by the bank that the liability of the Bank to pay the said amount whenever called upon by the Beneficiary shall be irrevocable and absolute and the Bank will not be entitled to dispute or inquire into whether the Beneficiary has become entitled to forfeit the said amount as earnest money (or as security deposit) under the terms of the said contract or not and entitled to claim the same or not or whether the said vendors have committed any breach of the said contract or not or whether the Beneficiary is entitled to recover any damages from the said vendors for breach of terms thereof or not. Any such demand made by the Beneficiary shall be binding and conclusive as regards amount due and payable by the vendor to the Beneficiary. And the Bank undertakes to pay unconditionally on written demand without demur and the claim of beneficiary shall be conclusive and binding as to the amount specified therein.

AND it is further agreed and declared by the Bank that any waiver of any breach of any term of the said contract or any act of forbearance on the part of the Beneficiary or any time given by the Beneficiary to the vendors for carrying out and completing the work under the said contract or any modifications made in the terms and conditions of the said contract or any other act or omission on the part of the Beneficiary which could have in law the effect of discharging a surety, will not discharge the Bank.

AND it is agreed and declared that this guarantee will remain in force until the time fixed in the said contract for completion of the said work or until the expiration of any extended time for such completion and shall be valid for a period of six months from the date hereof

AND it is agreed and declared that this Guarantee will be irrevocable and enforceable even if the vendor's company goes into liquidation or there is any change in the constitution of the said Company or management of the said Company and shall ensure to the benefit of its successors and assigns and shall be binding on the successors and assigns of the Bank.

Notwithstanding anything contained herein:

c) The liability of the Bank under this Bank Guarantee shall not exceed Rs. _____ .
(Rupees _____).

d) This Bank Guarantee shall be valid up to _____.

e) Bank is liable to pay guaranteed amount or part thereof under this Bank Guarantee only and only if beneficiary serve upon as a written claim or demand on or before _____ (date of expiry of the Guarantee).

IN WITNESS WHEREOF the Bank has put its seal the day and year first hereinabove written.

Signed, sealed and delivered by Mr.....

For and on behalf of the Guarantor to do so
and to affix the seal of the Bank, in the presence of.

Revised Commercial Format

App 1 form B 01 A – Commercial Format							
Sl. No.	Item Description (a)	Qty (Nos) (b)	Unit Price with 3 years warranty (C)	Total (d)= (bxc)	AMC 4th Year (e)	AMC 5th Year (f)	Total Cost (j) =(d+e+f)
1	CDs/ ATMs supporting both Mag-Strip Cards and Chip-Based Cards including integrated VSS as per the specifications given in ANNEXURE-5 - Technical Specifications for ATMs/ Cash Dispensers	500					
2	Site Preparation work (Civil, Interiors & Electrical works mentioned in (App 1 Form B 02 part 2 of 5 and Part 4 of 5) excluding cost of optional items	500 Sites			NA	NA	
3	Site Preparation work (Civil, Interiors & Electrical works mentioned in (App 1 Form B 02 part 2 of 5 and Part 4 of 5) for cost of optional items	Total of cost mentioned in App 1 Form B 02 Part 1 of 5					
4	Air Conditioners- One pair (2 Nos.) for each location as per App1 Form B 02 Part 3 of 5 Technical Specifications	500 Pairs (1000 AC units)	cost from App 1 Form B 02 Part 3 of 5 to be put here		AMC for 500 pairs	AMC for 500 pairs	
5	Fire Extinguishers As per Annexure 5	500			AMC for 500	AMC for 500	
6	UPS Systems with SMF Batteries (2 KVA UPS with 6 hrs backup with one year warranty for UPS Systems and Battery Bank and 4 years AMC for UPS Systems only) as per the	500 (indicative figure for TCO purpose)			AMC for 500	AMC for 500	

	specifications given in ANNEXURE-7. Specification of UPS System with Battery						
7	Managed Services	500 ATM	Grand total of App 1 Form B 02 part 5 of 5				
	Additional Components						
8	Additional Equipments required for Solar Powered UPS as per ANNEXURE-7. Specification of Additional Component Required for Solar Powered UPS	100			AMC for 100 units	AMC for 100 units	

App 1 form B 02 part 1 of 5					
Total Cost of Site Preparation optional Line Items					
Sl. No	Item Description	Qty (Nos)	Unit (Price with three years warranty)	Total	Total Cost
	(a)	(b)	(c)	d= (b) x (c)	(d)
1	Price of Items of Site Preparation work (Civil, Interiors mentioned in App 1 Form B 02 part 2 of 5) B: Optional Items	500 Sites			
2	Price of Items of Site Preparation work (Electrical mentioned in App 1 Form B 02 part 4 of 5) B: Optional items	500 Sites			
3	Total of Optional items of site preparation work (Civil, Interiors & Electrical works mentioned in App 1 Form B 02 part 2 of 5 and part 4 of 5)				

	<p align="center">App 1 Form B 02 part 2 of 5 LIST OF ITEMS REQUIRED FOR INFRASTRUCTURE CREATION OF PROPOSED ATMs/ CDs CENTRE FOR Bank of Maharashtra</p>					
	A. Mandatory Items					
A	Construction	1	2	3	4	5
Sl . N o .	Particulars	Qty per site	Rate	Per/ unit	Amount	Rem arks
1	Providing & fixing 24" x24"x 7mm thick plain vitrified Glazed tiles of approved shade . tiles to be fixed horizontally	100		PSft	-	
2	Providing & fixing 20 mm thick polished granite for Sides of steps, Risers,& for external areas . The color should be Lavender Blue	45		PSft	-	
3	Providing & fixing cement tiles for exterior paving including curing, cleaning etc complete	50		PSft	-	
4	Providing & fixing 20 mm thick polished granite for exterior surfaces of walls with grooves.	100		P. Sft.	-	
5	Providing and fixing 7mm thick plain vitrified tiles for skirting of 4 inches ht. ceramics of approved shade.	35		R.ft.	-	
B	RAMP AND PARTITIONS etc					
1	Providing & constructing Brick work in cement mortar 1:4 including racking the joints, for ramp using first quality bricks including curing	50		C.ft.	-	
2	Providing & constructing 9" th. Solid block masonry in CM 1:5 including racking the joints plastered of 12mm average th. On both sides with sponge finish/ lime rendering including necessary scaffolding curing etc complete (UPS room)	80		Sft.	-	
C	FALSE CEILING					
1	Providing & fixing grid tile false ceiling with GI frame work all as per drawings & instructions of the Architect / Bank.	100		Sft	-	
2	providing Cutouts for light fixtures	4		each	-	

D	MAIN ENTRANCE				-	
1	Providing and fixing 12 mm thick glazed entrance door with powder coated standard medium gauge aluminum 85-100 mm wide top and bottom frame anti-shatter film, floor spring of Everite/ Hemco/Hyper or equivalent make, Godrej or equivalent Lock, Customized handle, Necessary etching only on the middle portion of the glass etc complete all as per drawings and instructions of the Architect/ Bank. Etching on all area of the middle portion with transparency of the letters “Bank of Maharashtra” and “CDs” in the drawings. No etching on top and bottom areas as per Architects drawings. Handle 2 nos. 1 inch dia and 1ft 6 inch long. devoid of any drilling on glass and will be provided on two sides as per drawings and sketches. Glass specified is Saint Gobain or Modi float or equivalent If any deviation is there is the drawings on etching in drawings the same can be ignored.	30		Sft	-	
2	Providing and fixing 8 mm thick clear glass with powder coated of appx. 85 mm wide aluminum frame. Glass to be laminated with clear anti-shatter film on one side with necessary etching on glass all as per drawings and instructions of the Architect/ Bank.	80		Sft	-	
E	MISCELLANEOUS					
1	Providing & fixing soft board with 9mm th. Ply back & fabric not less than 180 per mtr. With Aluminium molding	6		Sft	-	
2	Providing Visual Merchandising set – with customized branded information panel, Writing ledge, Cheque deposit box, dust bin and Poster frames of standard sizes for CD room of 10’x10’ approx. room size., preferably with Grey color and Bank reserves the right to opt for other colours also depending on the logo colours	1		each	-	
3	Providing & fixing Glow sign board of reputed make made out of high quality flex cloth & translucent Vinyl, including necessary light fittings inside the board (tube lights of Philips or equivalent make) Board should be strictly as per Bank’s specification with 5 years warranty from the Principal . However, the bidder is responsible for enforcing the warranty when required. The warranty certificate/s available from the principal shall be made available to the Bank.	30		Sft	-	

4	As above except the size to be approximately 2'x2'.6" – location to be determined as per site construction. Sign Board will be fixed to the wall perpendicular to the Main Sign Board or with pole separately as per location of CD for better visibility.	5		Sft	-	
5 a	Demolishing the existing brick / solid block / hollow block masonry with plastering including removing the debris from the site & transporting to contractors own dumping yard for Bricks in Cubic Feet	50		C.ft	-	Not at all locations
5 b	Demolishing the existing flooring / solid block / hollow block masonry with plastering including removing the debris from the site & transporting to contractors own dumping yard - for tiles and flooring in Sq ft.	50		Sft	-	
6 a	MS rolling shutter (without box)Providing & fixing MS rolling grills with box or enclosures, with necessary locking arrangement both when closed or opened, including painting with 2 coats of synthetic enamel paint over a coat of primer etc complete all as per drawings & instructions of the Architect /Bank (Asian/ J&N / Berger or equivalent) (Sq. Ft.)	100		Sft	-	
7 b	Wooden boxing for the above shutter with 12 mm Marine Ply to be covered with grey laminate. Plywood to be boiling water proof (Sq. Ft.) and Bank reserves the right to opt for other colours also depending on the logo colours	1		Sft.	-	
8	Providing & fixing MS Stands for A.C exterior unit fixed to walls, painted with enamel paint	2		Set	-	
9	Providing & fixing Wooden Storage Cabinet made of ply, on all four sides, 4 shelves inside with wire manager slots, finished with enamel paint in interior and 1.0 mm laminate finish on exterior, appropriate slots to be made for air circulation on either sides, approximate size 3' x 3' x 8' and should accommodate UPS, Batteries, NIU and belongings of Security Guard as per the drawings and instructions of the Architect/Bank. Double door with blue lamination. Louvers to be used instead of slots (No.)	1		No	-	
10	Access Lock pillar – 6" x 6"x 7' box (14 sq ft) to be done with 19 mm ply finished with blue laminate Sq. Ft.)	1		No	-	
	TOTAL interior & civil works				-	

B. Optional Items

A	Construction					
		1	2	3	4	5
S. N	Particulars	Qty	Rate	Per/ unit	Amount	Remarks
1	Providing & fixing 12"x12"x7mm thick plain vitrified Glazed tiles ceramics of approved shade . tiles to be fixed diagonally	100		PSft	-	Optional
2	Providing and fixing 16"x16"x7mm thick plain vitrified Glazed tiles ceramics of approved shade tiles to be fixed diagonally (Rate only)	100		PSft	-	Optional
3	Providing & laying POP over floor with plastic sheet below	100		PSft	-	optional
4	Providing & fixing 20 mm thick polished granite for treads with Bull nosing & 3 nos. of grooves in cement mortar 1:5 including filling the joints with nearest matching color cement.	15		PSft	-	optional
5	Providing & fixing 20 mm thick polished granite for sills with Bull nosing on both sides	20		PSft	-	optional
6	Providing & fixing exterior grade 3 mm th Aluco Bond / Euro Bond or Equivalent , Matte finish aluminum metal cladding for exterior surfaces of approved make and shade (Rate only)	100		P.Sft.	-	Optional
7	Providing POP punning to attain level and plumb surface for interior surfaces of walls	200		Sft.	-	Optional
8	Providing painting with Plastic emulsion Paint of approved make and shade, with necessary putty over a coat of wall primer (base preparation) (Asian/J and N/ Berger or equivalent for exisiting wall/new wall painting)	200		Sft.	-	Optional
9	Providing & fixing 4"high 20mm th. tw Skirting paint finish (Rate only)	35		R.ft.	-	Optional
B	WALLS,BRICK WORK, LINTEL, SOFFIT AND PARTITIONS					
1	Providing & constructing Brick work in cement mortar 1:4 including racking the joints, for steps using first quality bricks including curing	50		Sft.	-	Optional
2	Providing & constructing 6" th. Solid block masonry in CM 1:4 including racking the joints plastered of 12mm average th. On both sides with sponge finish/ lime rendering including necessary scaffolding curing etc complete	80		Sft.	-	Optional

3	Providing and constructing 6 "th. Partition wall using first quality bricks in CM 1:4 including racking the joints , RCC bands at 3' 0" interval with 2 nos. of 6 mm dia bars in RCC bands, including plastering on both sides of average 12 mm th. Sponge finish / lime rendering with necessary scaffolding curing etc complete	80		Sft.		Optional
4	Providing and constructing 6 "th. Solid block masonry in CM 1:4 including racking the joints , RCC bands at 3' 0" interval with 2 nos. of 6 mm dia bars in RCC bands, including plastering on both sides of average 12 mm th. Sponge finish / lime rendering with necessary scaffolding curing etc complete	80		Sft	-	Optional
5	P/F RCC lintel beam, including plastering 8" X 8" with necessary steel reinforcement	12		R. ft.	-	Optional
6	Providing plastering to exterior / interior surfaces of walls in CM mortar 1:4, 12 mm th. with necessary scaffolding ,curing etc complete	50		Sft	-	Optional
7	Providing & painting to walls with 2 or more coats of Enamel paint for existing rolling shutter over a coat of primer of approved make & shade (Asian /J & N / Berger or equivalent)	200		sft	-	Optional
8	Providing & painting to walls with 2 or more coats of cement based paint over a coat of primer of approved make & shade (Asian /J & N / Berger or equivalent)	200		Sft	-	Optional
E	MISCELLANEOUS					
1	Providing and fixing caging to the external AC units as applicable	2		Set	-	Optional
2	Flush Door (As per the requirement) for back room (ISI marked commercial ply as per thickness of partition along with hinges embedded lock and handle on the inside	1		No	-	Optional
	(This is for locations where partition is created for guard)					
3	Providing and fixing wooden paneling with 1.5 feet frame work with 1mm laminate	1		Sft	-	Optional
4	Providing and fixing wooden partition with one side laminate and paint on the other side for approxi sizes of 9' height and 10' length .	90		Sft	-	Optional
5	Providing and fixing wooden partition with both sides laminate for approximate sizes of 9' height and 10' length	90		Sft	-	Optional
6	"Providing and Fixing of 2 nos. of Wooden storage shelf 3 ft x 1.5 ft comprising of 18mm marine plywood finished with plastic paint on all sides, supported on wooden frames, provision for wiring, front and back opened".	2		Nos.	-	Optional
7	Aircon louvres: P and F 6" powder	2		Sft		Opti

	coated aluminium louvers of approved colour.					onal
8	Doormat: Providing & fixing a Floor Mat of size 3'-0" x 2'-0" within the cut-out portion of similar size, In the outside flooring. Mat to be 3M Nomad or as per Axis banks existing specifications - grey colour	1		Nos		Optional
9	Chairs: 1 no. Neelkamal make or equivalent plastic chair with handles for security guard	1		Nos		Optional
10	Machine Grouting: Moving/tilting of machine for removing existing leveling screws. Drilling 6"-8" holes in the existing flooring using concrete drill bits. Hammering metal sleeves in these holes. Repositioning the machines over the existing markings. Putting in Anchor fasteners - min. 6" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & Repairing broke tiles, if any.			Nos.		Optional
	Total Of Optional Items					

App 1 Form B 02 part 3 of 5

LIST OF ITEMS REQUIRED FOR INFRASTRUCTURE CREATION OF PROPOSED CD CENTRE FOR Bank of Maharashtra

For Air conditioning works and Fire Extinguisher					
Sl No.	Description	Qty	Rate	Unit	Amount
1	Providing & fixing 1T- 3 Star High Wall Split ACs of reputed make with 100% standby unit; timer unit to be provided for alternate operation of the two A.C units thus provided. Copper, drain pipe length not exceeding to 5.0 Mtr. including internal/external 1/2/3 KVA Voltage stabilizer as per the requirements Copper Piping standard is 5 meters. Copper cabling > 5 Mtrs is on chargeable basis for AC installation at mutually agreed rates..	2		Set	
2	Fire Extinguisher – Hand held 2 Kg portable Co2 Fire Extinguisher	1		No	
	Total				

App 1 Form B 02 part 4 of 5

**LIST OF ITEMS REQUIRED FOR INFRASTRUCTURE CREATION OF
PROPOSED CD CENTRE FOR Bank of Maharashtra**

A.Mandatory Items					
SI No.	Description	Qty	Rate	Unit	Amount
		1	2	3	4
1	<p>Providing and fixing a modular Distribution box comprising of Enclosure of approximate dimensions 600x665x100 mm comprising of</p> <p>4 pole ELCB 300 MA – 1 no</p> <p>7 nos. Single Pole MCBs to control</p> <p>Ø 8 nos. UPS power sockets</p> <p>Ø light through backup power (4nos)</p> <p>Ø UPS power to CD</p> <p>Ø 2 nos. Raw power sockets</p> <p>Ø digital timer</p> <p>Ø 2 nos. General Lighting and</p> <p>Ø stabilizer output</p> <p>Double pole MCB – 2 Nos. for input to UPS DB and input for stabilizer.</p> <p>Triple pole MCB –01 no. for input to Power DB Provision to be made for 2 nos. timer switches (1 no for AC and 1 no or signage)</p> <p>Aircon timer will be charged extra under the item as applicable</p> <p>Providing and installing Digital timer for signage Three way connector- 5 nos. (2 no for general lighting, 1no for emergency light 1 no for signage and 1 no for UPS power to CD)</p> <p>Power points – 10 nos. (2nos for CD, 2 nos. for NIU, 1 no each for monitor, camera, text interface, card access, and 2 nos. spare power points).</p> <p>Smoke detection system with hooter</p>	1		Set	
2	Supply & fixing 2 no 25 A DP MCB in MS box & necessary interconnections	1		Set	-
3	Supplying & fixing sub mains using 4 nos. of 6 sq mm & 1 run of 4 sq mm copper wires in 2 mm th pvc pipe / casing & capping	40		Mtr	-
4	Supplying & fixing UPS input circuit using 2 runs of 6 sq mm & one run of 4 sq mm copper circuit in pvc casing & capping / 2 mm th pvc pipe	150		Mtr	-

5	Supplying & fixing AC power circuit using 2 runs of 4 sq mm & one run of 2.5 sq mm copper circuit in pvc casing & capping / 2 mm thick pvc pipe	80		Mtr	-
6	Supplying & fixing 20 A industrial plug & socket with 25 A MCB in metal box enclosures	2		Set	-
7	Supplying & fixing 30 A industrial plug & socket with 32 A DP MCB with necessary connections	2		Set	-
8	Supplying & fixing 6 A Universal socket switch modular type with back box	3		Set	-
9	Providing light point wiring controlled by 6 A modular switch controlled by 6A modular switch using 3 runs of 1.5 sq mm copper wires in pvc casing & capping / 2 mm th pvc pipe	9		No	-
10	Supplying & wiring 2 runs of 2.5 sq mm & one run of 1.5 sq mm copper wires in pvc casing & capping / 2 mm th pvc pipe	50		Mtr	-
11	Providing Earthing pit size 3' x 3' x 7' deep .Earthing plate to be 60 cm x 60cmx3mm Copper with central hole connected with 10 SGW wire with brass nut and bolt to meter, pit to be filled with charcoal layer, further with 6" to 8" soil, followed by second / third layer subsequently till the top. Open pipe 1.5" diameter to be inserted in to the pit up to the earthing plate filled with water when dry, pipe should be above ground level with a funnel For UPS , CD and Lightening arrestor to be located as per site location	3		L/S	-
12	Providing & wiring with 8 SWG Copper wire in pvc conduit for VSAT Disc (Unit meter rate)	50		Per Mt.	-
13	Providing & fixing Philips / wipro or equivalent 2' X 2' mirror optic light (each)	2		each	-
14	Providing & fixing daylight type lights for the above fixtures (2Tube lights/Unit)	2		each	-
15	Philips or equivalent swivel semi-recessed ceiling mounted spotlight (white round) wipro, Philips or equivalent (each)	4		each	-
16	Providing & fixing 2" Patti tube light fitting with tube light	2		each	-
17	Providing & fixing 1 x 11 w CFL down lighter	1		No	-

18	Providing IO Socket Box / jack RJ 45 (Mk, Crabtree or equivalent) for logic type board	2		No	-
18a	Providing and laying CAT 5 cabling in 20 mm dia PVC conduits (Delton / Johnson / Finolex or equivalent) from junction to sockets	15		Mtr	-
19	Fixing of 2 KVA UPS	1		No	-
20	Main cabling from Meter to CD site 4 mm square per meter	1		R. Ft.	
21	Light Fittings for Poster Frames Wall mounted flexible gooseneck spotlights or equivalent with built in transformer 12V, 35 Watts of light from, Decon or equivalent Make and LFH 123 - 2 nos. for wall posters suggested (No)	2		No.	-
	Total				
B. Optional Items					
Sl No.	Description	Qty	Rate	Unit	Amount
		1	2	3	4
1	Main cabling from Meter to ATM site 10mm square per meter	2		R. Ft	

App 1 Form B 02 part 5 of 5				
S.N.	Details	Rate per month per CD (Rs)	Period (months)	Total cost per CD for (60 months) (Rs)
1	Per Month rate of managed services per site for ATMs/ CDs as per scope of work defined in the RFP			

Response to Prebid queries- RFP032014

S. No.	Ref. No.	Page No.	Point as stated in RFP	Clarification required	Response to Query (To be filled by Bank Of Maharashtra)
1	Annexure 5 Technical Functional Specifications Point 4	66	Cash Acceptor Optional	Request bank to remove entire clause, as Cash dispenser can not be upgraded to Cash Deposit	Please refer ammendments clause
2	App 1 form B 01 A – Commercial Format Point 1	73	Commercial Format	Technical specifications for ATM/ Cash Dispensers should be as per Annexure 5, please clarify	It Can Be read as Annexure- 5
3	Commercial Format Point 2:	73	Site Preparation work (Civil, Interiors & Electrical works mentioned in (App 1 Form B 02 part 2 of 4 and Part 4 of 4) excluding cost of optional items listed in Annexure 1	Site preparation specifications should be as per ANNEXURE 6, please clarify	It Can Be read as Annexure- 6
4	Commercial Format Point 2:	73	Site Preparation work (Civil, Interiors & Electrical works mentioned in (App 1 Form B 02 part 2 of 4 and Part 4 of 4) excluding cost of optional items listed in Annexure 1	As per (App 1 Form B 02 part 2 of 4 and Part 4 of 4) there are no optioal items mentioned for Site preparation work BOQ, Please provide the list of optional items to be considered.	Please refer Addendum

5	Commercial Format	73	Air Conditioners- One pair (2 Nos.) for each location as per Annexure-I - Technical Specifications	There are no technical specifications in Annexure I, shall we consider App1 Form B 02 Part 3 of 5 for AC specifications? Please clarify	Please refer addendum
6	Commercial Format, Point 4:	73	Fire Extinguishers As per Annexure I - Technical Specifications	Fire extinguisher specifications are not mentioned in the Annexure I, Kindly provide the technical specifications for fire extinguishers As per industry standard, "Hand held 2 Kg portable Co2 Fire Extinguisher" is the recommended specifications for Fire Fire Extinguisher	Please refer addendum
7	Commercial Format, Point 7:	73	Additional Equipments required for SolarPowered UPS as per ANNEXURE-I.Specification of Additional ComponentRequired for Solar Powered UPS	The Solar powerd UPS specifications are in Annexure 7, please clarify	As per RFP. Annexure - 7 Specification for UPS.

8	App 1 Form B 02 part 2 of 5	Page 75	App 1 Form B 02 part 2 of 5, A. Mandatory Items, Providing & fixing 16" x16"x 7mm thick plain vitrified Glazed tiles ceramics of approved shade . tiles to be fixed diagonally (Rate only)	<p>A. Request Bank to incorporate -Providing and fixing 24"x24"x7mm thick plain vitrified Glazed tiles ceramics of approved shadetiles to be fixed diagonally (Rate only) since the standard tiles available and deployed in marked is 24" X 24" in Mandatory items and 16" X 16" in Optional category.</p> <p>B. We request bank to amend the requirement as "Providing & fixing..... tiles to be fixed straight with joint to joint" If it is diagonally it will lead to lot of wastage.</p>	Please refer addendum
9	App 1 Form B 02 part 2 of 5	Page 75	App 1 Form B 02 part 2 of 5, A. Mandatory Items, Providing & fixing 20 mm thick polished granite for Sides of steps, Risers,& for external areas . The color should be Lavender Blue.	<p>A.Suggest Black Granite colour due to limited availability of Lavender Blue. B.Being a natural stone, Lavender Blue granite has many varying shades and availability of the same shade in one circle is also a concern, Specially in remote locations this shade is not available. Hence Suggest bank to for Black Granite.</p> <p>C.Granite thickness are variable as per area so we request bank to consider the range from 18mm to 20mm thick.</p>	No change in RFP

10	App 1 Form B 02 part 2 of 5	Page 75	App 1 Form B 02 part 2 of 5, A. Mandatory Items, Providing and fixing 7mm thick plain vitrified tiles for skirting of 4 inches ht. ceramics of approved shade.	Suggested bank to remove this item.	No change in RFP
11	App 1 Form B 02 part 2 of 5	Page 76	App 1 Form B 02 part 2 of 5, A. Mandatory Items, Providing and fixing 8 mm thick glazed entrance door with powder coated standard medium gauge aluminum 85-100 mm wide top and bottom frame anti-shatter film, floor spring of Everite/ Hemco/Hyper or equivalent make, Godrej or equivalent Lock, Customized handle, Necessary etching only on the middle portion of the glass etc complete all as per drawings and instructions of the Architect/ Bank. Etching on all area of the middle portion with transparency of the letters "Bank of Maharashtra" and "CDs" in the drawings. No etching on top and bottom areas as per Architects drawings. Handle 2 nos. 1 inch dia and 1ft 6 inch long. devoid of any drilling on glass and will be provided on two sides as per drawings and sketches. Glass specified is Saint Gobain or Modi float or equivalent If any deviation is there is the drawings on etching in drawings the same can be ignored.	A. With 8 mm thick Glass chances of breakage of Glass is very high, So it is always recommended to have 12 mm thick glass. Request you kindly reconsider this specification. B. Etching on the glass is not possible in 8mm thick glass in remote locations. We may use frosted film in lieu of this. Also. Suggested 12mm Thick Glass for more strength. C. Aluminum frame color to be specify	Please refer addendum

12	App 1 Form B 02 part 2 of 5, E. MISCELLANEOUS Items,	Page 77	App 1 Form B 02 part 2 of 5, E. MISCELLANEOUS Items, Wooden boxing for the above shutter with 12 mm Marine Ply to be covered with grey laminate. Plywood to be boiling water proof (Sq. Ft.)	Quantity not given. Shall we consider quantity as 1, Please clarify	These details are given for reference only.
13	App 1 Form B 02 part 2 of 5, E. MISCELLANEOUS Items,	Page 76	Providing & fixing soft board with 9mm th. Ply back & fabric not less than 180 per mtr. With tw molding	Suggest Bank to go for Aluminum Framing in place of TW framing	No change in RFP
14		Page 76	App 1 Form B 02 part 2 of 5, E. MISCELLANEOUS Items, Providing Visual Merchandising set – with customized branded information panel, Writing ledge, Cheque deposit box and Poster frames of standard sizes for CD room of 10'x10' approx. room size., preferably with Grey color and Bank reserves the right to opt for other colours also depending on the logo colours	Size of the poster frame. We can consider to it 2 feet in width and 3 feet in height, Please confirm	No change in RFP.
15		Page 77	App 1 Form B 02 part 2 of 5, E. MISCELLANEOUS Items, MS rolling shutter (without box)Providing & fixing MS rolling grills with box or enclosures, with necessary locking arrangement both when closed or opened, including painting with 2 coats of synthetic enamel paint over a coat of primer etc complete all as per drawings & instructions of the Architect /Bank (Asian/ J&N / Berger or equivalent) (Sq. Ft.)	Please remove the word "with box", it will add to confusion, bank's requirement is MS rolling shutter (Without Box)	Please refer addendum

16		Page 77	App 1 Form B 02 part 2 of 5, E. MISCELLANEOUS Items, Providing & fixing Wooden Storage Cabinet made of ply, on all four sides, 4 shelves inside with wire manager slots, finished with enamel paint in interior and 1.0 mm laminate finish on exterior, appropriate slots to be made for air circulation on either sides, approximate size 3' x 3' x 8' and should accommodate UPS, Batteries, NIU and belongings of Security Guard as per the drawings and instructions of the Architect/Bank. Double door with blue lamination. Louvers to be used instead of slots (No.)	Suggested 2 Shelves in side with three box, so that we can accommodate electrical distribution board easily.	No change in RFP.
17		Page 78	App 1 Form B 02 part 2 of 5, Providing & fixing 1T High Wall Split ACs of reputed make with 100% standby unit; timer unit to be provided for alternate operation of the two A.C units thus provided. Copper, drain pipe length not exceeding to 5.0 Mtr. including internal/external 1/2/3 KVA Voltage stabilizer as per the requirements. 2 Set Copper Piping standard is 5 meters. Copper cabling > 5 Mtrs is on chargeable basis for AC installation at mutually agreed rates..	Consider 3 mtr copper pipe with AC units. B. More than three meter will be charged extra cost as per bank approval.	No change in RFP
18		Page 80	App 1 Form B 02 part 4 of 5, A. Mandatory Items, Providing & fixing t 12" x 12" mirror optic fixtures with white diffusers (each) Total:4	Not Available in market. Suggested 2'x2' mirror optic light (Item No. 15 at page no 80)	Please refer addendum

19		Page 80	App 1 Form B 02 part 4 of 5, A. Mandatory Items, Providing & fixing 1 x 11 w CFL mirror optic fixture	This is the downlighter not mirror optic. Please correct it in RFP.	Please refer addendum
20		Page 17	Site work Specification 2.6.1 (a): The bidder is required to install and maintain UPS of adequate capacity with minimum 4 hours battery backup. At all locations or where electricity availability is erratic, battery backup should be 8 hours is required. However, it is responsibility of the Bidder to arrange for uninterrupted power supply for ATM functioning. In areas where there is load shedding, the Bidder should arrange for alternate Power supply arrangements like Diesel Generator set, solar power, etc. to maintain the prescribed uptime per CD. UPS units should be SNMP enabled for Centralized Monitoring and control purpose. The specification for UPS to be supplied is as per the Annexure - 7 attached.	As per Annexure 7: UPS specifications, bank requires 6 Hrs Battery back up, it will be a responsibility of the Bank to arrange for alternate Power supply arrangements like Diesel Generator set, solar power, etc. , in case of power outage, Please clarify	As replied.
21		Page 27	2.18Project timelines: 2. Delivery, installation and cash live of ATMs/ CDs,	We request bank to consider time line for Cash live as Minimum 7 weeks from site handover by the Bank	No change in RFP
22		Page 27	2.18Project timelines: 3. Site implementation including ACs , UPS and other deliverables at per requirement given by the bank.	We request bank to consider Minimum 6 weeks from site handover by the Bank	No change in RFP

23	2.2.1.a	11	2.2.1.a. The ATMs / ATMs/ CDs deployed should be compatible with the EJ pulling software agents such as Tranxit / SDMS / Radia / Infobase etc.and /or with any other EJ pulling agent that may be deployed from time to time. Agent installation on ATMs / ATMs/ CDs as may be required from time to time will be the responsibility of the bidder / bidder and will be done free of cost i.e. without any cost to the Bank.2.2.1.a	Electronic Journal - Reinstalling EJ Pulling agent post first time installtion will be on chargable basis	No change in RFP
24	2.2.1.c	11	2.2.1.c	We request bank to define TAT for EJ pulling as T+2, as pratically it will be diffiult to provide in the desired TAT due to various pratical reasons like Machine down due to power outage, network availability etc.	No change in RFP
25	2.2.1.d.III	12	2.2.1.d.III	We request bank to inform us in case of any such recovery well in advance so that necessary actionables can be explored before recovery	No change in RFP
26	2.8	19	2.8	We request bank to kindly remove Care taker services	Please refer addendum

27	2.10.a	20	2.10.a	Central Helpdesk: We will provide the toll free access & necessary support from centralized command center, giving local helpdesk numbers will not be feasible, Request Bank to consider the same	No Change in RFP. Bidder must provide the local numbers for escalation besides the centralised helpdesk.
28	2.11.g	21	2.11.g	FLM services -We Request bank to consider backup frequency of images from 1 month to once in every quarter	No change in RFP
29	2.11.i	22	2.11.i	This activity may not be possible in night for certain locations due to geographical / remoteness / transportation concerns. We request bank to exclude the downtime if any due to said concerns in night for specific regions which can be mutually discussed and agreed with bank.	No change in RFP
30	2.12.3	22	Online Cash Balances will be provided by the Bank to Bidder regularly through switch feed	Please define the frequency of cash balance file	No change in RFP. Frequency will be set with the successful bidder.
31	2.12.3.o	24	2.12.3.o	We request bank to share reconciliation report along with supporting documents in case of any disputes / recon issues before passing any recovery on us	No change in RFP

32	2.12.3.y	24	2.12.3.y	Request bank to consider 30 ATMs/ CDs in a cluster for vaulting facility, as for 10 ATMs arranging vaulting facility will attract huge investment	No change in RFP
33	2.12.3.bb	24	Vendor/CMA should count the Cash and also flip through the bundles before accepting the Cash from Cash Branch.	For the operation ease we request bank to provide access to currency chests currency sorting machine and availability of one bank official in presense of whom the counting and sorting of the cash can be executed, counting & validating at branch level will be a time consuming process	No change in RFP
34	2.12.3.cc	24	The Bidder shall be liable for any shortage of cash and counterfeit notes found in the CD. Any such shortage must be made good by the Bidder within 4 working days.	We request bank to provide necessary documents for validation before passing on the penalties	No change in RFP
35	2.12.3.ff	25	In case counterfeit currency is dispensed from CD, the responsibility will be of the bidder and penalty of INR. 10000/- per instance would be levied.	We request bank to provide necessary proof for validating incidence before passing the Debit. Any Penalty without proof will not be acceptable	No change in RFP
36	2.14.a	25	The Bidder should ensure that the entire cash of the Bank handled by it in the vault/in transit/in CD is adequately insured with the bank as beneficiary.	Insurence for Cash in ATM/CD will be bank's responsibility, We will be responsible for insurance of Cash in Transit / Cash in Vault and Fedility Insurance.	

37	2.14.d	25	In case of any cash Loss, the Bidder should reimburse the loss amount to the Bank immediately, without waiting for settlement of Insurance claim.	For any reimbursement we request bank to provide adequate time. It can be mutually discussed and agreed with bank	
38	2.16.a	25	The bidder must necessarily open an account with the Bank through which all the shortages / recoveries / dispute related adjustments will be effected.	We request bank to share reconciliation report along with supporting documents in case of any disputes / recon issues before passing any recovery on us	No change in RFP
39	3.14	49	3.14	We request bank to keep this clause mutual	No change in RFP
40	3.19	52	3.19	Termination rights without assigning any reason also to be with Bidder. However Bank shall have to accept all the Equipment for which it has placed an order and is accepted by the Bidder.	No change in RFP
41	Appendix 3: 1.4	91	Appendix 3: 1.4	Uptime Calculation - Request bank to consider CD as down only when fault is reported and machine stops dispensing cash.	No change in RFP
42	Appendix 3: 1.8	91	Appendix 3: 1.8	Exclusions to downtime - Request bank to add power failure, Network outage (as network managed by bank), Accessibility issues and standard response time to attend to the site as exclusions.	No change in RFP

43	Appendix - 3 (3.a)	92	Appendix - 3 (3.a)	We request bank to remove the additional penalty of Rs. 1000 as same is over and above the downtime penalty	No Change in RFP
44	Appendix 3: 2	92	Appendix 3: 2	Penalties - Request bank to keep uptime SLA & penalties basis Rural, Semiurban and Urban sites, this is as per industry standard	No Change in RFP
45	Appendix - 3 (4)	93	Appendix - 3 (4)	Penalty proposed by bank is very high and not as per industry standard. We request bank to decide on same with mutual agreement	No Change in RFP
46	Appendix 3: 4.ii	93	Appendix 3: 4.ii	Operationalizing services - The penalty amount mentioned by bank is very high. Request bank to reduce it to Rs.100/- per day and upto maximum of Rs.2000 per site.	No Change in RFP
47	6.1	68	SVGA compliant color LCD touch screen monitor of 15" or higher with 1024X768 resolution or higher with 8 FDKs	Diebold provides 10.4" LCD screen considering the model which has been designed for low power utilization. Request Bank to consider the same.	No Change in RFP

48	2.6	66	8 Function Keys (FDK) with Braille sticker/embossing , Capable of interactive Voice guidance to customer & digitalized WAV files in indian accent for the same in all the three languages to be provided by the bidder (Hindi, English & Local Language)	Request the bank to provide the required wav files to be installed on the ATM	Bank will share the same with successful bidder
49	7.5	68	CD should be provided with Anti-virus solution to facilitate blocking of malicious codes/traffic entering the CD. Alternatively, the bidder should provide CD specific firewall to take care of intrusion detection, port scans and other common virus attacks.	We recommend a firewall instead of antivirus. In case of anti virus software, updating of dat would be a challenge in low bandwidth cases and would not serve the purpose. Alternatively we can Install the application if required and provided by bank.	No Change in RFP
50	10.6	70	Configurable Bar Code reader software, DVSS monitoring software and EMV card reader software	Bar code hardware is not part of ATM deliverable, request bank to remove the same from software requirement as well. On DVSS monitoring, health of the DVR can be monitored through the switch	No Change in RFP
51	11.2	70	Should connect to the existing Switch using NDC or DDC device handler. As and when BIS comes up with an alternate Indian standard device handler, the bidder must provide upgrade to this standard free of charge	The machine would be provided with standard device drivers. Alternate device handler as an when it comes would need to be tested and upgraded at a mutually agreed cost.	No Change in RFP
52	3.6	67	3.6 Divert cassette bin: Minimum 4 programmable secured cassettes, with lock and key	Diebold recommends convenience cassettes with latch, as locks are prone to failures, on	No Change in RFP

				account of which, cassettes become unusable	
53	2.1.d	10	CDs deployed 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 / upgradation and bear the cost for the same.	Diebold machines come with compliance to all the current standards and guidelines. Any upgrade required for a new guideline/standard, that comes in force at a later date, will be upgraded at mutually agreed costs.	No Change in RFP
54	2.2.1.a	11	The ATMs / ATMs/ CDs deployed should be compatible with the EJ pulling software agents such as Tranxit / SDMS / Radia / Infobase etc.and /or with any other EJ pulling agent that may be deployed from time to time. Agent installation on ATMs / ATMs/ CDs as may be required from time to time will be the responsibility of the bidder / bidder and will be done free of cost i.e. without any cost to the Bank.	Electronic Journal - EJ agent reloading post first time installation will be on mutually agreed charges in case EJ pulling services & agent is managed by third party other than Diebold. Request bank to amend the clause accordingly. Also any new agent will need to be tested on Diebold machines before rollout	No Change in RFP
55	2.2.1.c	11	The bidder shall provide EJ on T+1 basis for reconciliation purposes to the Bank in the format desired by reconciliation software of the Bank.	While 90% to 95% of the EJ will be provided to bank on T+1 basis, for the remainders we request bank to provide TAT of T+3 days as some of the machines may remain down during EJ pulling schedule hence needs to be pulled at later dates	No Change in RFP

56	2.2.1.d.III	12	In case of settlement of any claim of the Cardholder by the Bank in the event of non-availability of EJ for the same, the Bank reserves the right to recover the amount of transaction claim from the Vendor.	We expect bank to intimate us in advance in case of any such recovery so that necessary actionables can be explored before recovery / deduction	No Change in RFP
57	2.8.d	19	A policy is in place for engaging caretakers including background check.	We request bank to confirm rate that needs to be quoted as per central min or state min wage. Same can be set as bench mark over and above which the MSP can quote. Said confirmation from bank is necessary so that compliance as per banks expectation can be met.	No Change in RFP.
58	2.10.a	20	The Central help desk should be customized to cater to the Bank's requirements, which eliminates any process duplication. In addition the successful bidder would be expected to have a service centre with dedicated telephone number in each of the districts in the geography for which they are implementing the contract.	Central Helpdesk - Local helpdesk in each district with telephone numbers is not possible. However, Diebold can ensure a toll free access and necessary support from central location. Request bank to consider the same.	As replied above
59	2.11.g	21	Taking backup of camera images (of all three camera mentioned in Annexure 5 - Technical Specifications) on monthly basis on a suitable backup media and handing over the same to the controlling office.	FLM services - Request bank to reduce the backup frequency of images from 1 month to every 3 month once.	No Change in RFP

60	2.11.i	22	Bidder under FLM services should replenish the consumable like paper for receipt printer and Journal Print and printer ribbon without any quantitative limit.	Said activity may not be possible in night hours for certain locations due to geography / remoteness / transportation / sensitive areas. We request bank to exclude the downtime, if any, due to said concerns in night for specific regions which can be mutually discussed and agreed with bank.	No Change in RFP. The bank may consider it on special situations, however, bank's decision will be final in this regard with no available appeal to the bidder
61	2.12.3	22	Online Cash Balances will be provided by the Bank to Bidder regularly through switch feed	What will be the frequency of providing cash balance file by bank	This will finalised with successful bidder.
62	2.12.3.o	24	Upon reconciliation, if any difference is observed, the Bank's reconciliation team will intimate the same to the Vendor.	In case of any dispute / reconciliation issue, we request bank to provide complete reconciliation report along with supporting before passing any recovery	No change in RFP. Details of Bank's observation will be provided.
63	2.12.3.y	24	Vaulting facility is mandatory at all locations where ten or more ATMs/CDs are functioning. At all other centers, vaulting facility is not mandatory if not available already. At all such centers, cash should be indented, collected, replenished in ATMs/ CDs /ATMs and surplus cash deposited back on the same day. However, the vaulting facility would be at the bank's discretion.	Arranging for vaulting facility requires huge investment, arranging same for 10 ATMs will not be possible. We request bank to kindly increase the number to 25 ATMs in a cluster.	No change in RFP.

64	2.12.3.bb	24	bb) Vendor/CMA should count the Cash and also flip through the bundles before accepting the Cash from Cash Branch.	Daily cash withdrawal from bank are in tune of multiple crores. Counting the same and validating the same as ATM fit on the counter is practically and humanly not possible and even if done will be a time consuming activity. For ease of operation, we request bank to provide access to currency chests, currency sorting machine and availability of one bank official, in the presence of whom the counting and sorting of the cash can be executed	No change in RFP.
65	2.12.3.cc	24	cc) The Bidder shall be liable for any shortage of cash and counterfeit notes found in the CD. Any such shortage must be made good by the Bidder within 4 working days.	We request bank to provide necessary proof for validating incidence before passing the Debit. Any Penalty without proof will not be acceptable	No Change in RFP
66	2.12.3.ff	25	ff) In case counterfeit currency is dispensed from CD, the responsibility will be of the bidder and penalty of INR. 10000/- per instance would be levied.	We request bank to provide necessary proof for validating incidence before passing the Debit. Any Penalty without proof will not be acceptable	No change in RFP.
67	2.14.a	25	a) The Bidder should ensure that the entire cash of the Bank handled by it in the vault/in transit/in CD is adequately insured with the bank as beneficiary.	MSP will be responsible for insurance of Cash in Transit / Cash in Vault and Fidelity Insurance. Insurance for Cash in ATM/CD will be banks responsibility	No change in RFP.

68	2.14.d	25	d) In case of any cash Loss, the Bidder should reimburse the loss amount to the Bank immediately, without waiting for settlement of Insurance claim.	For any reimbursement we request bank to provide sufficient time. Same can be mutually discussed and agreed with bank	No change in RFP.
69	2.16.a	25	a. The bidder must necessarily open an account with the Bank through which all the shortages / recoveries / dispute related adjustments will be effected.	In case of any dispute / Reconciliation issue, we request bank to provide complete reconciliation report along with supporting, before passing any recovery. Any deduction without necessary details / proof and supportings will not be acceptable	No change in RFP.
70	3.19	52		Both the parties should have rights to terminate the contract by providing 90 days (prior)written notice	No change in RFP.
71	5.d	55		We request bank make the Managed Services payment on monthly basis. Said services are highly labor intensive and regular payments are must to the agencies which provide us these services. Delay in payment by bank will result into delayed / non-payment to these vendors, ultimately resulting into disruption of service.	No change in RFP.

72	Appendix 3: 1.4	91		Uptime Calculation - Request bank to consider CD as down only when fault is reported and machine stops dispensing cash.	No change in RFP.
73	Appendix 3: 1.8	91		Exclusions to downtime - Request bank to add power failure, Network outage (as network managed by bank), Accessibility issues and standard response time to attend to the site as exclusions.	No change in RFP.
74	Appendix - 3 (2)	92		Considering the current power condition and various constraints wrt to geography / transport / security achieving the 98% availability may be difficult. We request bank to decide on same with mutual agreement	No change in RFP.
75	Appendix - 3 (3.a)	92		We request bank to remove the additional penalty of Rs. 1000 as same is over and above the downtime penalty	No change in RFP.
76	Appendix 3: 2	92		Penalties - Request bank to keep uptime SLA & penalties basis Rural, Semiurban and Urban sites classification.	No change in RFP.

77	Appendix - 3 (4)	93		Penalty proposed by bank is on a higher side and not in line with industry standards. We request bank to decide on the same with mutual agreement	No change in RFP.
78	Appendix 3: 4.ii	93		Operationalizing services - The penalty amount mentioned by bank is very high. Request bank to reduce it to 100/- per day and CAP it to maximum of Rs.2000 per site.	No change in RFP.
79	2.18	27		Request bank to consider 4 weeks completion time for A class cities and 5 weeks for B class cities.	No change in RFP.
80	c	55		Request bank to clarify on the time line for the release of 70% payment after submission of document	No change in RFP.
81	c ii	55		Request bank to clarify on the time line of verification of site after completion of site. Suggesting bank to consider 2 weeks timeline for verification or consider deemed acceptance after the said time line.	No change in RFP.
82	1	75		Request bank to consider 24" x 24" 7mm thick plain vitrified tile. This is commonly used in ATM projects	Please refer addendum

83	7 b	77		Request bank to consider ACP boxing for shutter. Quantity is not mentioned in the tender. Request bank to clarify on the same	No Change in RFP
84				Interior walls work specification is not mentioned in the BOQ. Request bank to consider ACP panelling inside the ATM room	No Change in RFP
85	11	80		Request bank to consider chemical earthing instead of conventional earthing. Chemical earthing can work without maintenance for years	No Change in RFP
86	4 ii	93		Request bank to clarify on the upper cap on penalty. Suggested to keep maximum penalty as Rs. 5000 per site	No Change in RFP. Maximum Cap will be finalised with the successful bidder.
87	2.1(i)	10		Request bank to fix the training schedule before we get into any agreement. Any training provided more than once should be on a chargeable basis.	No Change in RFP
88	2.1(q)	11		Warranty should be for a period of 12 months Warranty will start from the date of deemed installation	No Change in RFP

89	2.18	27		<p>Request bank to provide complete support to our local associates & our consultants, provide the related documents and extend their full support to procure the EP from the authorities. Along with the Entry tax/permit fee charged by authorities, the consultant's fee should be reimbursed to Diebold (relevant consultant invoice shall be provided).</p> <ul style="list-style-type: none"> - Bank has to nominate an SPOC to provide the letter to Diebold to ensure time bound tax forms from the authorities - Shifting of machines will be chargeable to the bank - For LBT related areas, Bank to provide LBT nos and certificates 	No Change in RFP. Bank may extend support when
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90	3.1.2	29		<p>- Deductions by bank should be with the consent of Diebold- All taxes should be extra as applicable or at applicable rates. These are uncontrollable factors. Any upward revision in tax rates i.e. excise, sales tax, service tax should be borne by the bank.- Bank need to provide LBT registration details for the areas they have been registered in Maharashtra. If the Bank doesn't have registration details, they should provide a letter stating the same for our records. Any tax paid on behalf of the Bank by Diebold should be reimbursed based on the debit note submitted (the tax paid on behalf of the Bank will be calculated as per the Municipality tax reckoner which would be the supporting document for the debit note along with a copy of the invoice dispatched.</p>	No Change in RFP
91	3.1.2.9	32		<p>We request the BG value to be a maximum of 5% of TCO</p>	No Change in RFP

92	3.1.2.12.2	38		The Bank should not decrease the quantity as our TCO calculation is based on the quantity as well and also once awarded, we should not negotiate on the price	No Change in RFP
93	3.2	40		This clause need to be bilateral	No Change in RFP
94	3.7	42		The LD is very high and negotiation is required to reduce the same. The same needs to have a cap	No Change in RFP
95	3.19	53	Termination	This clause need to be bilateral	No Change in RFP

96	5	54	Payment Term	<p>For Cash Dispensers/Automated Teller Machines, UPS Systems and Air Conditioners: 40% advance or 80% of delivery. Balance should be payable on installationPayment Terms for SITE WORK100% of the TIS payments should be released on providing customer acceptancesPayment for Managed ServicesNeed to be paid monthlyAMC PAYMENTPayment should be quarterly in advance- We request for centralised payment- The payment should be made within 15 days from the invoice submission date- Please clarify the documents required to be submitted for payments- Interest on delayed payments would be charged @2% from the payment due date till the payment is made to DSPL- In case machines are not installed within 7 days of delivery, we seek deemed installation certificates from Bank central office.</p>	No Change in RFP
97				No negotiation to be entered into after	Bank has right to negotiate with L1 bidder.

				finalization of bid.	
98	Section 1.2- Project Objective	9	Bank now desires to select a bidder for Site preparation, Supply and Installation/commissioning of 500 ATMs/CDs (Offsite and Onsite) under CAPEX Model as per the scope defined in this RFP.	Kindly specify the period over which 500 ATMs are to be deployed. Please indicate the split of count between Onsite and Offsite	Over a period of One Year in phases.
99	2.1/ (d)	10	CDs deployed 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.	Not all future applicable mandates can be factored now as they are not known. Request that future mandates implementation requirements should be agreed separately.	No Change in RFP Term.
100	Section 2.6.1 (a)	17	In areas where there is load shedding, the Bidder should arrange for alternate Power supply arrangements like Diesel Generator set, solar power, etc. to maintain the prescribed uptime per CD.	Bidder would not be in a position to factor for alternate power supply requirements since power availability is beyond Bidder's control and also the sites/locations are not known at this stage. Hence request that alternate power supply arrangements should be agreed separately during project stage between the Bank and finalized bidder.	No Change in RFP Term.

101	Section 2.6.1 (b)	17	The bidder must ensure ambient environment for the machines.	Are Air-conditioners to be installed? If yes, then please specify tonnage and no. of units?	Please refer RFP App 1 Form B 02 part 3 of 5 S.N. 1
102	2.6.b	17	conducting site feasibility survey, site erection, civil, interior, electrical, ups, connectivity and air-condition to be done by bidder	As per section 2.5 in page no.16 (2.5.2 and 2.5.3) it is stated that Bank will provide the necessary connectivity. However it is stated in this clause that connectivity has to be done by bidder. Request the bank to clarify.	No Change in RFP Term. Bank will provide the connectivity and the bidder has to complete the internal wiring / LAN Cabling
103	Section 2.5.3 and Section 2.6 (f)	17	Networking arrangements including LAN Cabling.	Please clarify whether Bank will provide connectivity medium e.g. VSAT at off sites	As Above
104	2.6 and 2.15	17	2.6 Site Implementation and Maintenance Services and 2.15 Compliance of Statutory and other responsibility	We request bank that any such compliance costs be discussed in good faith and mutually agreed between the parties on case to case basis	Will be agreed upon by successful bidder and bank

105	Section 2.6.2 (a)	18	Bank desires to install additional 30% ATMs/ CDs / ATMs over and above the 500 ATMs/ CDs / ATMs in about three years period	Because of various cost structure changes in the industry, the Bidder will not be in a position to hold the initially quoted prices for Capex over a period of 3 years. Hence the Bank should place the additional orders within one year of contract signing or agree to providing some pre-determined price increase annually.	No Change in RFP
106	Section 2.12.4	23	Cash Replenishment and related Services- (f) The Bidder shall be fully responsible for the actions and integrity of the persons employed to carry out the function of cash replenishment.	Bidder is willing to take responsibility for sub-contractors, to the extent of Bidder's obligations under the agreement	No Change in RFP
107	2.14	25	Insurance	Since CD will be owned by the Bank, we request that Cash in CD should be insured by the Bank. Please confirm.	No Change in RFP
108	Section: 3.1 General, clause	32	3.1.2.9.4 By submitting a proposal, the Bidder agrees to promptly contract with the Bank for any work awarded to the Vendor. Failure on the part of the awarded Bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the Vendor, and a different Bidder may be selected.	Bidder would request that any binding terms and conditions including the RFP terms and any agreement be binding between upon the parties upon mutual agreement that is considerate to the comments mentioned herein.	No Change in RFP

109	Section : 3.1.2.10.7	35	3.1.2.10.7 The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Vendor, and / or to listen to any representations.	Bidder would request that any binding terms and conditions including the RFP terms and any agreement be binding between upon the parties upon mutual agreement that is considerate to the comments mentioned herein.	No Change in RFP
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110	Section : 3.1.2.6 Taxes – Taxes:	30	3.1.2.6 Taxes – Taxes: All the applicable taxes, duties, octroi, LBT, levies, charges, license fees, road permits, etc. in connection with the delivery of ATMs/ CDs at site including incidental services and commissioning shall be borne and paid by the bidder and as such the minimum guarantee for each site required to be paid by the Bank against the services being availed under this contract shall be all-inclusive amount with applicable service taxes separately.....	Request the bank to clarify what is the minimum guarantee referred in this clause	3.1.2.6: The Said clause should be read as "All applicable costs and taxes like customs duty,excise duty, importtaxes, freight, forwarding, insurance, delivery, installation, training etc. at the respective delivery location of the bank but exclusive of only applicable Service Tax and Octroi / Entry Tax / equivalent local authority cess, which shall be paid / reimbursed on actual basis on production of bills. The price quoted by the vendor should not change due to exchange rate fluctuations, inflation, market conditions,increase in custom duty, excise tax etc. Further, receipts of such payments made to relevant authorities must be produced for Octroi / Entry Tax / equivalent local authority cess. The Bank will not pay any other taxes, cost or charges. Any upward /downward revision in the tax rates from the date ofthe bid submission will be to the account of the Bank."
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111		31	The bank has no obligation to buy the product and services mentioned as optional in commercial. However such cost will be added in the TCO calculation	It is stated in App1 form B 01 A- Commercial format in page no 73 of the RFP, the additional components will not included in TCO. However in this clause it is stated that optional items will be included in the TCO calculation. Request the bank to consider Total TCO excluding optional items.	No Change in RFP. Any item, be it optional or additional, if required to fulfill the RFP requirements completely, the costs for the same would be considered while calculating TCO
112	Section: 3.1.2.8. – d	31	3.1.2.8. –d- In case there is a variation between numbers and words; the value mentioned in words would be considered.	Request the bank to clarify whether we have to quote in words in the commercial format.	No Change in RFP.(Both will be used as per practice and convenience)
113	Section3.12.10.10	35	3.12.10.10 – During the contract period the bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by the bank in the event the market prices/rates offered by the bidder are lower that what has been quoted by the bidder as the part of commercial offer	Bidder quotes the rate in the RFP based on their understanding of various clauses in the RFP. Bidder would not have control over the prices/rates in the market. Hence request the bank to consider the same rates for additional items also.	No Change in RFP

114	Section: 3.1.2.10.13	36	<p>3.1.2.10.13 There will be an inspection test conducted by the Bank after installation of the product. In case of discrepancy in product supplied & not matching the Bill of Materials or technical proposal submitted by the bidder in their technical bid, the bidder shall be given 30 days time to correct the discrepancy post which Bank reserves the right to cancel the entire purchase contract and the Bidder should take back their equipment at their costs and risks. The inspection test may be arranged by the Bidder at the sites in the presence of the officials of the Bank. The tests will involve trouble-free operation of the complete system during inspection apart from physical verification and testing. There shall not be any additional charges for carrying out this inspection test. The contract period will commence from the date of go live acceptance of last 500th ATM . The Installation cum Inspection Test & Check certificates jointly signed by Vendor's representative and Bank's official should be received at along with invoice etc. For scrutiny before taking up the request for consideration of payment.</p>	<p>Bidder requests that within 7 days ("Acceptance Period") of the performance of inspection tests, the Bank shall notify the Bidder whether the deliverables are accepted or not. If the deliverables are not acceptable, the Bank shall provide details in writing and the Bidder will rectify such defects promptly. However, on the expiry for the above mentioned 7 day period, if the Bank has not intimated that the deliverables are not acceptable to the Bank, the deliverables will be deemed to be accepted by the Bank.</p>	No Change in RFP
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115	3.1.2.10.14	36	3.1.2.10.14 The Bank shall inform the Bidder all breaches and claims of indemnification and shall grant the Bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the Vendor). The written demand by the Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank.	Upon proven loss, the Bidder is willing to indemnify the Bank only for losses incurred by the Bank (including reasonable legal costs) for any acts of gross negligence and willful misconduct on the part of the Bidder, its agents, representatives or its sub-contractors. Bidder is also willing to indemnify the Bank for any breach of confidentiality and intellectual property obligations as stated in specific sections of the agreement. Further the Bidder would like to retain complete control of defence.	No Change in RFP
116	3.1.2.10.16	36	3.1.2.10.16 For the purposes of this Clause, the indemnity may be restricted to the areas mentioned,i.e., "claims arising out of employment, non-payment of remuneration and nonprovision of statutory benefits by the Bidder to its employees, its agents, contractors and sub contractors." However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc, that the Bidder is expected to provide as per the RFP.	As Above	No Change in RFP

117			<p>3.1.2.10.20 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 any laws including the Copyright Act, 1957 and Information Technology Act 2000 in respect of all the products or other systems supplied by them to the Bank from whatsoever source, provided however, (i) the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim (ii) the Bidder has sole control of the defense and all related settlement negotiations (iii) the bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (vi) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.</p>	As Above	No Change in RFP
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118	3.2 Order Cancellation	40	3.2 Order Cancellation	The payments made to the Vendor shall be for services already availed and delivered. We request that the Bank and chosen bidder shall mutually discuss and agree on these clauses. It has been mentioned that the Vendor shall compensate for the additional expenditure to be incurred. Vendor shall not be privy to such expenses. We request that the Bank and chosen bidder shall mutually discuss and agree on these clauses.	No Change in RFP
119	3.1.2.10.17	37	3.1.2.10.17 Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.	Bidder requests that indemnities will be subject to the cap on liability and exclude all indirect losses or damages	No Change in RFP

120	3.1.2.10.20	37	3.1.2.10.20 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 any laws including the Copyright Act, 1957 and Information Technology Act 2000 in respect of all the products or other systems supplied by them to the Bank from whatsoever source, provided however, (i) the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim (ii) the Bidder has sole control of the defense and all related settlement negotiations (iii) the bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (vi) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation. Indemnity would be limited to court awarded damages and shall exclude indirect, on sequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.	As Above	No Change in RFP
121	3.1.2.10.21	37	3.1.2.10.21 Technical Inspection and Performance Evaluation	Bidder requests that any auditor who audits Bidder's premises comply with reasonable security and confidentiality guidelines of the Bidder. Any such costs of audit shall be borne by the Bank.	No Change in RFP

122	3.18	51	3.18 Visitorial Rights	As Above	No Change in RFP
123	3.4	42	3.4 Inspection of Records	As Above	No Change in RFP
124	3.1.2.13.2	38	3.1.2.13.2 The bid security shall be denominated in the INDIAN RUPEES only and shall be in the form of a Bank Guaranty favoring "Bank of Maharashtra" by a Scheduled CommercialBank or a Foreign bank located in India in the form provided in Appendix 2 Form A 05 of this RFP Any bid not secured in accordance with the above will be rejected by the Bank as non-responsive.	Bidder would like to clarify that the Contract will be executed upon mutual agreement and negotiation between the parties.	No Change in RFP
125	3.1.2.14	39 & 44	3.1.2.14 Confidentiality Agreement and 3.11Confidentiality	<p>Bidder requests that the confidentiality provisions be amended and be made mutual to include the confidentiality obligations of the Bank, as well.</p> <p>The Bidder confirms that Confidential Information will be used only for the contemplated purpose. However, Bidder considers the term "interests of the Bank" to be very subjective and requests deletion of the same.</p> <p>Bidder also requests that the survival period for the confidentiality obligations be capped to a set period (for e.g. Five years from the date of disclosure of the applicable</p>	No Change in RFP

				Confidential Information.	
126	3.2	40	3.2 Order Cancellation	Bidder would like to discuss this clause with the Bank. Bidder would like to clarify that any payments made by the Bank to the Bidder will be for services already performed and any return of payments will cause revenue recognition issues for the Bidder.	No Change in RFP

127	3.2.d	40	3.2.d – In case of order cancellation , any payments made by the bank to the bidder would necessarily have to be returned to the bank with interest at 15% per annum.	The payments made to the Vendor shall be for services already availed and delivered. We request that the Bank and chosen bidder shall mutually discuss and agree on these clauses. Vendor liability for direct losses - We request that the Bank and chosen bidder shall mutually discuss and agree on these clauses.	No Change in RFP
128	3.2.c	40	3.2.c – In case of order cancellation, the bidder agrees that the bidder will bear the complete cost of any re-procurement that would be needed by the bank to fulfil the obligations of the RFP	Vendor shall not be privy to such expenses. We request that the Bank and chosen bidder shall mutually discuss and agree on these clauses.	No Change in RFP
129	3.8	40	3.8 Information Ownership	Bidder requests that the contents of the proposal be treated confidential and be subject to relevant confidentiality restrictions as appropriate. Bidder requests that ISMS Framework (ISO 27001:2005 of the Bank to be notified to the Bidder in writing and in advance for the Bidder to consider compliance.	No Change in RFP

130	3.8	43	3.8 Information Ownership	Bidder requests that the contents of the proposal be treated confidential and be subject to relevant confidentiality restrictions as appropriate. Bidder requests that ISMS Framework (ISO 27001:2005 of the Bank to be notified to the Bidder in writing and in advance for the Bidder to consider compliance.	No Change in RFP
131	3.14	49	3.14 Exit Option and Contract Re-Negotiation	Bidder would like to discuss this provision with the Bank. Bidder would also request for a clause on suspension of services by the Bidder for any material breach of the terms of the agreement by the Bank.	No Change in RFP
132	3.17		3.17 Violation of terms	Bidder requests that this clause be made mutual.	No Change in RFP

133	3.2	52	3.20Effect of termination	<p>Bidder would request that procurement of equipment and supplies be made by the Bidder which excludes any involvement of the Bank or third parties.</p> <p>Alternatively, Bidder requests that the costs be borne by the Bank without any obligations whatsoever on the Bidder. Bidder would like to discuss with the Bank the scope of transition services. Upon termination and as agreed under the applicable SOW, Bidder is willing to provide the Bank with any transition services as applicable.</p>	No Change in RFP
134	3.19 i	52	3.19.I (termination)	<p>As the Bank may be aware, the Vendor will be incurring significant investments on the project and the recoveries are worked out assuming that the project will go through for the entire contract term. Any premature termination will cause undue hardship to the Vendor and lead to significant under recoveries on the project. Our assumption is that the Bank's option to terminate the contract</p>	No Change in RFP

				shall be restricted to an event of an uncured breach by the Vendor. Please confirm.	
135	3.19 ii	52	3.19 (II) Termination	The notice period for cure has been mentioned as 60 days in clause 3.2(b) – pg 37. We request the timelines to be the same for curing breach as per clause 3.20(II) as well.	No Change in RFP
136	3.21		3.21Contract ContinuityThe Contract with the successful bidder shall terminate only on explicit correspondence to thateffect by the Bank.	Bidder requests amendment or deletion of this provision. Bidder would like to clarify that termination will be effective at the end of the notice period warranting such termination and not on explicit correspondence by the Bank. After such termination, services will be provided by the Bidder at its option and as mutually agreed by the parties. Any renewal terms will also be as	No Change in RFP

				agreed by the parties under the relevant agreement.	
137	Section 5	54	5. Payment Terms	<p>Bidder would request a clause proving a right for the Bidder to invoice as payments become due and payable. Further, Bidder would request that payments for services rendered under the agreement be due and payable by the Bank within 30 days from the date or receipt of the invoice by the Bank. For any payment default by the Bank, the Bidder would request for a right to levy interest at the rate of maximum interest permissible under law. Bidder would also request a clause on yearly revision of payment terms considering factors such as inflation, market trends or otherwise. Bidder would like to clarify that the same will</p>	No Change in RFP

				be discussed in good faith by the parties and be mutually agreed.	
138	Section 5 d	55	5.d - Payment for managed services	The bidder incurs cost on a month on month basis for providing the service as required in the RFP. Making payments on a quarterly basis would adversely affect the bidder. Request the Bank to pay the bidder on a monthly basis.	No Change in RFP.
139	Section 5 e	56	5.e – Payment of AMC	As per industry standards AMC are paid in advance. Request the Bank to pay the AMC in advance.	No Change in RFP

140	Annexure 4	64	Annexure 4- Bidder should have installed at least 7500 ATMs/CDs & prepared 4000 ATM sites in India as on date under capex (Assets should be owned by Bank), Out of which Bidder should have installed 1000 ATMs/ CDs/ATMs + Site preparation under capex (Assets should be owned by Bank) at least in 3 Banks put together out of which 1 Bank should be public Sector Bank in last 3 financial years. Bidders or wholly owning parent company who have experience in Managed and other allied Services including but not limited to 24 X 7 monitoring, call escalation, FLM, SLM, replacing consumables, housekeeping, EJ pulling, cash forecasting and cash replacement etc. for at least 7500 ATMs in India in the last two years.	This criterion is very stringent to qualify. Also need clarity as the criterion has two parts to it without clarifying whether only one of the two parts has to be complied by the bidder. Hence we request the Bank to consider revision of this criterion as below: "Bidder should have installed and providing managed services for atleast 2,000 ATMs for three or more scheduled Banks in India in the last three years out of which atleast two should be Public Sector Banks"	No Change in RFP. The bidder should qualify for the both the criteria in the clause.
141	2.5 Technical specifications	66	2.5 Technical specifications	Please include Linux o/s option and amend the clause as "Bidder to provide windows 7 licenses or Win POS 2009 Ready "Windows 7 or LINUX above with latest Service Pack.	No Change in RFP
142	Section 3.3	67	3.3 Multi-media dispenser (Capable of dispensing currency, coupons, travelers' cheques, stamps, tickets, etc.,) with bunch presenter	Multimedia is not used in Indian context and most CD vendors provide only currency dispenser. Hence request please remove this clause.	No Change in RFP
143	Section 6.1	68	6.1SVGA compliant color LCD touch screen monitor of 15" or higher with 1024X768 resolution or higher with 8 FDKs	Request accept LCD with FDK as minimum requirement and touch	No Change in RFP

				screen should be deleted.	
144	Section 6.6	68	6.6 Touch Screen (with support for visually handicapped through 8 Function Keys).	Request accept LCD with FDK as minimum requirement and make touch screen should be deleted	No Change in RFP
145	Section 9.1	69	9.1 The CD should be capable of supporting a third party software agent such as SDMS/ Radia / Infobase etc. The bidder should also agree to install any software selected by the bank at no extra cost to the bank	"Request amend as, ""The CD should be capable of supporting a third party software agent such as for EJ Pulling Or vendor should provide own software agent.	No Change in RFP
146	Section 10.4	70	10.4- The software roadmap should include support for remote key transport and XFS as well as IFX message standards	This should be at additional cost as and when the upgradation is needed on case to case basis. Please confirm.	No Change in RFP
147	Section 10.5	70	10.5- Software for Electronic Journal pulling by Managed Service bidder DVSS monitoring software	Need clarity	This can be read as " Software for Electronic Journal pulling by Managed Service bidder"
148	Section 11.1	70	11.1 Should have Network Interface Card 11/110 Mbps	Request to modify as "Should have Network Interface Card 11/110 Mbps or 10/100 Mbps". (10/100 is the most common interface currently in use)	This can be read as " Should have Network Interface Card 10/100 Mbps"

149	Annexure 8	72	Annexure 8: Letter Of Indemnity To Be Given In The Company Letter Head	<p>Bidder is willing to provide mutually agreed indemnities under the agreement as opposed to a letter of indemnity at this stage.</p> <p>Upon proven loss, the Bidder is willing to indemnify the Bank only for losses incurred by the Bank (including reasonable legal costs) for any acts of gross negligence and wilful misconduct on the part of the Bidder, its agents, representatives or its sub-contractors. Bidder is also willing to indemnify the Bank for any breach of confidentiality and intellectual property obligations as stated in specific sections of the agreement. Further the Bidder would like to retain complete control of defense</p>	No Change in RFP
150	App1 form B 01 A- Commercial format – Point	73	App1 form B 01 A- Commercial format – Point 5	<p>It is stated that UPS specification should be as per Annexure I. However there is no annexure I available in the RFP. Request the bank to clarify.</p>	This Can be read as Annexure-7
151	App1 form B 02 Part 1 of 5 – Point 2	74	App1 form B 02 Part 1 of 5 – Point 2	<p>The bank has not provided the quantity for site preparation. Request the bank to provide the</p>	It is for 500 Sites

				same.	
152	App1 form B 02 Part 2 of 5	75	App1 form B 02 Part 2 of 5 – Point 1	Request the bank to clarify whether this is Rate only. If so, request the bank to clarify why the quantity is provided	Rate includes all the charges including final fitting of tiles.
153	A1	75	A1- Providing & fixing 16" x16"x 7mm thick plain vitrified Glazed tiles ceramics of approved shade . tiles to be fixed diagonally (Rate only)	Request bank to consider the highlighted (bold) section and confirm on the same. Providing & fixing 24" x 24"x 7mm thick plain vitrified tiles of approved shade . tiles to be fixed diagonally	Please refer addendum
154	A2	75	A2-Providing & fixing 20 mm thick polished granite for Sides of steps, Risers,& for external areas.The color should be Lavender Blue.	Request bank to consider the highlighted (bold) section and confirm on the same. Providing & fixing 20 mm thick polished granite for Sides of steps, Risers,& for external areas . The color should be Black.	No Change in RFP
155	A4	75	A4- Providing & fixing 20 mm thick polished polished granite for exterior surfaces of walls with grooves	Request bank to consider the highlighted (bold) section and confirm on the same. Providing & fixing 20 mm thick polished granite for Sides of steps, Risers,& for external areas . The color should be Black.	No Change in RFP

156	B1	75	B-1 Providing & constructing Brick work in cement mortar 1:4 including racking the joints, for ramp using first quality bricks including curing	Request bank to consider the highlighted (bold) section and confirm on the same. Providing & constructing Brick work in cement mortar 1:4 including racking the joints, for ramp using first quality bricks plastered of 12mm average th. On both sides with sponge finish/ lime rendering including necessary scaffolding curing	No Change in RFP
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157	D1	76	<p>D1-Providing and fixing 8 mm thick glazed entrance door with powder coated standard medium gauge aluminum 85-100 mm wide top and bottom frame anti-shatter film, floor spring of Everite/ Hemco/Hyperor equivalent make, Godrej or equivalent Lock, Customized handle, Necessary etching only on the middle portion of the glass etc complete all as per drawings and instructions of the Architect/ Bank. Etching on all area of the middle portion with transparency of the letters “Bank of Maharashtra” and “CDs” in the drawings. No etching on top and bottom areas as per Architects drawings. Handle 2 nos. 1 inch dia and 1ft 6 inch long. devoid of any drilling on glass and will be provided on two sides as per drawings and sketches. Glass specified is Saint Gobain or Modi float or equivalent. If any deviation is there in the drawings on etching in drawings the same can be ignored.</p>	<p>Request bank to consider the highlighted (bold) section and confirm on the same. D1-Providing and fixing 8 mm thick glazed entrance door with powder coated standard medium gauge aluminum 85-100 mm wide frame anti-shatter film, floor spring of Everite/ Hemco/Hyperor equivalent make, Godrej or equivalent Lock, Customized handle, Necessary etching only on the middle portion of the glass etc complete all as per drawings and instructions of the Architect/ Bank. Etching on all area of the middle portion with transparency of the letters “Bank of Maharashtra” and “CDs” in the drawings. No etching on top and bottom areas as per Architects drawings. Handle 2 nos. 1 inch dia and 1ft 6 inch long. devoid of any drilling on glass and will be provided on two sides as per drawings and sketches. Glass specified is Saint Gobain or Modi float or equivalent. If any deviation is there in the</p>	No Change in RFP
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				drawings on etching in drawings the same can be ignored.	
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158	E9	77	E9- Providing & fixing Wooden Storage Cabinet made of ply, on all four sides, 4 shelves inside with wire manager slots, finished with enamel paint in interior and 1.0 mm laminate finish on exterior, appropriate slots to be made for air circulation on either sides, approximate size 3' x 3' x 8' and should accommodate UPS, Batteries, NIU and belongings of Security Guard as per the drawings and instructions of the Architect/Bank. Double door with blue lamination. Louvers to be used instead of slots (No.)	Request bank to consider the highlighted (bold) section and confirm on the same..3mm ACP Cabinets of size 3'x2'x8.5' with louvered and sefl for keeping UPS and VSAT etc. Framing should be capable to take load of UPS & accessories	No Change in RFP
159	App1 form B 02 Part 2 of 5 – Point 7b	77	App1 form B 02 Part 2 of 5 – Point 7b	Request the bank to clarify whether this is rate only clause	Minimum 35 Sqft
160	E10	77	E10- Access Lock pillar – 6" x 6"x 7' box (14 sq ft) to be done with 12 mm ply finished with blue laminate Sq.Ft.)	Request bank to consider the highlighted (bold) section and confirm on the same. Access Lock pillar – 6" x 6"x 7' box (14 sq ft) to be done with 3mm ACP. Ft.)	No Change in RFP

161	1	78	<p>1- "Providing & fixing 1T High Wall Split ACs of reputed make with 100% standby unit; timer unit to be provided for alternate operation of the two A.C units thus provided. Copper, drain pipe length not exceeding to 5.0 Mtr. including internal/external 1/2/3 KVA Voltage stabilizer as per the requirements</p> <p>2 Set Copper Piping standard is 5 meters. Copper cabling > 5 Mtrs is on chargeable basis for AC installation at mutually agreed rates.."</p>	<p>Request bank to consider the highlighted (bold) section and confirm on the same.</p> <p>Providing & fixing 1T-3 star High Wall Split ACs of reputed make with 100% standby unit; timer unit to be provided for alternate operation of the two A.C units thus provided. Copper, drain pipe length not exceeding to 4.0 Mtr. Including internal/external 1/2/3 KVA Voltage stabilizer as per the requirements 2 Set Copper Piping standard is 5 meters. Copper cabling > 4.0 Mtrs is on chargeable basis for AC installation at mutually agreed rates.</p>	Please refer addendum
162	13	80	<p>13-Providing & fixing t 12" x 12" mirror optic fixtures with white diffusers (each) Total:4</p>	<p>Request bank to consider the highlighted (bold) section and confirm on the same. Please clarify whether price is to be quoted for one single fixture or set of 4 no.</p>	Please refer addendum

163	20	81	20- Providing & fixing 1 KVA UPS (with 8 hours back up) of reputed make 1 No Note: The bidder should necessarily indicate the name of the brand while submitting the proposal along with the specifications offered. Technical specification evaluation of UPS will be made by the Bank to assess the specs conform to the Bank's requirements.	Please specify VAH	Bidder will offer battery to provide back up of 06 Hours.
164	4	93	4.Operationalising the Services ii. Any delay in implementation / operationalisation beyond the target date will attract a penalty of Rs. 2,000/- per day per CD / ATM for number of days of delay.	This penalty is much on the higher side We request this penalty to be reduced to Rs. 500 per week and to be applied only for reasons attributable to vendors. For sites that are non feasible for genuine reasons like remote locations should be considered by the Bank as exception cases. Also request the Bank to provide list of locations with address to enable us to check feasibility.	No Change in RFP

165	Others - New Clause		New clauses required to be included in the Contract	<p>Bidder requests the inclusion of the following clauses (without any limitation) in the agreement. For the avoidance of doubt, the below request for inclusion of additional clauses is inclusive and not exhaustive.</p> <p>Liability: Bidder requests that Bidder's aggregate liability be capped under the agreement and Bidder's liability for indirect damages be excluded/disclaimed under the agreement.</p> <p>Intellectual Property: As applicable, Bidder requests that Bidder's intellectual property be acknowledged and carved out under the agreement.</p>	No change in RFP
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166	Others - New Clause		Panelling	<p>Request bank to consider following panelling specification</p> <p>Providing & fixing in position. ACP (Aluminium Composite Pane) with framing of Aluminium Tube sections of min 1.5"x 1" and 20 gauge 2'-0" C/C both ways. ACP to be in 2' wide panels or distributed equally. Panels to be fixed to the frame with 3M or equivalent adhesive. Joints to be finished with Silicon based sealant.ACP thickness of 3 mm min. Aluminum foil thickness to be min 0.20 mm on both sides. Alubond, Eurobond, Fujibond, Alcobond or equivalent ISO certified or approved brands to be used. Bright silver Shade to be as per bank's approval. Additional Sections to be provided to fix the Indoor AC units. Both AC units to be installed near the machine area at the highest position</p>	No change in RFP
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167	Others - New Clause		Partition	Request bank to consider following partition specification Providing & fixing in position. ACP (Aluminium Composite Pane) with framing of Aluminium Tube sections of min 2"X2" and 20 gauge 2'-0" C/C both ways. ACP to be in 2' wide panels or distributed equally. Panels to be fixed to the frame with 3M or equivalent adhesive. Joints to be finished with Silicon based sealant. ACP thickness of 3 mm min. Aluminum foil thickness to be min 0.20 mm on both sides. Alubond, Eurobond, Fujibond, Alcobond or equivalent ISO certified or approved brands to be used.	No Change in RFP
168	Important information regarding Bid submission	3	Last Date and Time for receipts of tender offers: 3rd Feb 2014	We request bank to extend the date of receipt of tender offers to 15 days after the release of pre-bid corrigendum / clarifications.	No Change in RFP

169	54	5	<p>The Bidder must accept the payment terms proposed by the Bank. The financial offer submitted by the Bidder must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Vendor, in case of delays or defaults on the part of the Vendor. Such withholding of payment shall not amount to a default on the part of the Bank.</p> <p>a. For Cash Dispensers/Automated Teller Machines: The payments will be released through NEFT/RTGS and the selected Bidder has to provide necessary Bank details like Account No., Bank's Name with Branch, IFSC Code etc. Applicable TDS, if any, will be deducted at the time of releasing the payments.</p> <p>i) On Final Acceptance: Ninety (90%) percent of the contract price of the Goods along with service tax and Octroi, wherever applicable, backed by necessary proof shall be paid 30 days after Installation and successful working and upon submission of the following documents:</p> <ul style="list-style-type: none"> · Bidder's original Invoice (with certified Xerox Copy), showing Contract No., Goods description, quantity, unit price, total amount, serial nos of the Equipment/s etc., · Installation Note and successful working of ATM/Cash Dispenser, signed by Bank Officers with the name of the Official, designation, stamp of branch/office and mobile number. 	<p>In case of installations delayed by bank-related reasons, we request that the Bank releases payments on deemed acceptance basis in the event of installation not completing within a week from delivery. The vendor will have to complete installation within a week from bank's intimation of having resolved any bank-related issues.</p>	No Change in RFP
170	2.1(K)	10	<p>The transaction slip should be printed in bilingual as well CD screen slides should be in bilingual.</p>	<p>The receipt data printed by the ATM is controlled by the switch. Please clarify that the switch will be customised to send the receipt data in the required format.</p>	CD should support the requirement

171	2.1(n)	10	All ATMs/ CDs must be enabled for usage by the Biometric cardholders and Visually Impaired cardholders having requisite hardware, software, voice files and Braille enabled keypad and other components which would enable usage by the biometric and visually impaired cardholder.	The RBI recommended solution for voice guidance is to implement a text to speech software to dynamically voice out the customer transaction details and it's not limited to public audio of instructions. Neither braille nor static audio files are the recommended solution for voice guidance. We request the bank to please rephrase this requirement to clearly lay down requirement 'as per IBA/RBI guidelines incl. text-to-speech dynamic conversion' and also to remove the voice files and braille sticker.	CD Should support the requirement
172	2.1(O)	10	All ATMs/ CDs should also be fully EMV (Europay Master Visa) certified and enabled including having requisite latest hardware and pre-installed EMV software.	The ATM vendors responsibility is to only provide the EMV certified hardware and software. It is the responsibility of the ATM owner (Bank) to obtain the required EMV certification for the ATM network. Request the bank to therefore reword this requirement to only supply certified hardware/software.	CD Should support the requirement

173	2.2.1(a)	11	The ATMs / ATMs/ CDs deployed should be compatible with the EJ pulling software agents such as Transit / SDMS / Radia / Infobase etc. and /or with any other EJ pulling agent that may be deployed from time to time. Agent installation on ATMs / ATMs/ CDs as may be required from time to time will be the responsibility of the bidder / bidder and will be done free of cost i.e. without any cost to the Bank.	We assume that it is the ATM deployers responsibility to implement the software distribution and EJ upload solution deploying his own agent. Please clarify the need for the vendor to deploy the bank-provided agent?	As per RFP
174	2.2.1 -b	11	The Bidder shall be responsible to provide the facility to extract the Electronic Journals of all the transactions in each of the ATMs /CDs, to a centralized location /Server.	Bank will need to provide secure FTP connection and the server where the pulled EJ Journals can be tranferred / loaded, and Bank's team can view the EJs using the EJ decryptor that will be provided as a part of the EJ / SDMs service. Vendor shall no store the pulled EJs at his end. Please confirm.	No Change in RFP
175	2.2.1 -c	11	The bidder shall provide EJ on T+1 basis for reconciliation purposes to the Bank in the format desired by reconciliation software of the Bank.	Vendor will be in a position to provide the EJ in a comprehensive format as currently implemented using. If any enhancements required in order to meet the input specifications of the Bank's reconciliation software, then minor development or customization might be required and the same will need to be assessed - including commercial implications, if any -	No Change in RFP

				during implementation.	
176	2.1(p)	11	The successful Bidder shall have to enable the voice facility (Text to Speech) as per IBA transaction flow guidelines to help the visually challenged persons in all ATMs/ CDs. The facility should be initially for English and Hindi languages. Based on further RBI/IBA guidelines the other languages should be enabled without any cost to the Bank. There should not be any separate charges for implementing the said activity other than quoted in the price bid.	Current text to speech engines only support Indian English and Hindi voices. Since these are 3rd party products, support for other Indian languages in future cannot be without an additional cost, unless the requirement is clearly defined as of date of the RFP. We, therefore, request the bank to either share such guidelines or confine this requirement only to English & Hindi.	Will be shared with successful bidder

177	2.2.1 (III)	12	In case of settlement of any claim of the Cardholder by the Bank in the event of non-availability of EJ for the same, the Bank reserves the right to recover the amount of transaction claim from the Vendor.	We hope that the Bank appreciates that under EJ pulling services, the Vendor will be liable ONLY to pull EJ file from ATMs. Creation of EJ at ATMs & hence availability of relevant data is dependent on the network and EFT switch related issues. We, therefore, request the Bank not to hold the Vendor responsible for cases where EJ data may be missing from the files & hence, request the Bank not to recover transaction claims from customers in such cases.	No Change in RFP
178	2.2.1 d ii	12	The Bidder should provide EJ viewer facility to the Bank	EJ files will be sent to bank via SFTP as encrypted txt file. Decryptor installed at bank end will make file decrypted and readable. We hope that this fulfills the requirement. Please confirm.	CD Should support the requirement
179	2.2.2 g	12	The solution should be capable of centralized distribution of antivirus patches to the ATMs/ CDs	Antivirus upgrade patches are usually big files in size and distribution are subject to network bandwidth so should not be part of SLA. Support can be extended on SOS basis as per connectivity strength.	No Change in RFP

180	2.2.2(h)	13	The solution should be capable of centralized distribution of software upgrades and patches to the ATMs/ CDs.	The applications and network infrastructure used in ATMs today are not capable of supporting software upgrades. Also, a Antivirus patches are typically distributed directly from the Antivirus server without the intervention of any software distribution solution. We request the bank, therefore, to remove this requirement.	No Change in RFP
181	2.3 Consumable Stationery Replenishment	14	Bidder under FLM services should replenish the consumable like paper for receipt printer and Journal Print and printer ribbon without any quantitative limit.	The term "without any quantitative limit" gets misinterpreted and consumables might get misused. Hence, we request Bank to alter this clause as "Bidder under FLM services should replenish the consumable like paper for Receipt Printer and Journal Printer and printer ribbon; and ensure that adequate supply of consumable stationary is maintained so that machines do not run out printer stationary"	Please refer addendum

182	2.5.2 On-site ATMs/ CDs	16	The necessary LAN Cabling for the purpose will be done by the bidder only.	We request Bank to clearly define the likely maximum length pf cable between Bank's network switch at each site and the LAN port where the ATM will be connected to, so that Bidders can assess the cost required for LAN cabling. Also, for such cables are conduited running along the walls in a closed external pipe/plastic cover & we hope that this is permissible.	No Change in RFP
183	2.6 Site Implementation and Maintenance Services - d	17	In case the bank desires lobby CD to be installed and as and when regular site is available, the lobby CD is to be shifted within the premises by the bidder and the bidder will quote the minimum cost for shifting and reinstallation. If the site for relocation is outside the premises bank will bear the transportation cost and the bidder should complete installation at the identified alternate location.	When the CD is to be shifted from one location to another location, it will need to be degouted and re-grouted. Hence we request Bank to consider adding the costs of degrouting and regrouting also to the scope of this shifting activity.	Please refer RFP
184	2.6 Site Implementation and Maintenance Services - f	17	Provide Ramps to facilitate Physically Challenged persons to access ATMs/ CDs.	Request Bank to keep Ramp as Optional item, as not all sites are not feasible due to space constraints to construct Ramp. Also Bank will need to take written permission from the Land Lord and the local Government authorities for such ramps to be constructed. We request	No Change in RFP

				the Bank to clarify.	
185	2.6 Site Implementation and Maintenance Services - f	17	<p>The Bank will provide the following:</p> <ul style="list-style-type: none"> a. Site will be provided by the Bank i.e. room with 3 walls and rolling shutter. b. The electricity connection up to the ATM room. c. Payment of site rental & Electricity bill d. Networking arrangements including LAN Cabling. 	<p>We request the Bank to provide 3 Phase Power Supply and not One Phase Power supply for the smooth operations of CDs, ACs and UPS</p>	<p>Bank will supply as per requirement and feasibility. LAN Cabling for Onsite ATM will be provided up to the ATM room by the bank and for offsite internal LAN cabling will be done by the bidder.</p>

186	2.6.1Site Work Specifications	17	<p>The bidder is required to install and maintain UPS of adequate capacity with minimum 4 hours battery backup. At all locations or where electricity availability is erratic, battery backup should be 8 hours is required. However, it is responsibility of the Bidder to arrange for uninterrupted power supply for ATM functioning. In areas where there is load shedding, the Bidder should arrange for alternate Power supply arrangements like Diesel Generator set, solar power, etc. to maintain the prescribed uptime per CD. UPS units should be SNMP enabled for Centralized Monitoring and control purpose. The specification for UPS to be supplied is as per the Annexure - 7 attached.</p>	<p>If various sites have different Back up requirements, then the cost of Site Repair & Maintenance including UPS AMC would vary. We request Bank to allow Bidders to quote separately - as optional items under TIS - for the sites which would require 4 Hours Back Up, 8 Hours Back up and Diesel generator etc.We also request Bank to define different SLAs for the sites where power fluctuations happen quiet regularly, and dependency on UPS and / or Diesel Generators is high, because for all practical reasons Bidders can not maintain common Uptime SLAs across such sites.Also for the sites where Diesel Generators are required, we request bank to obtain separately - as optional items - the UPS/Diesel Generator maintenance and operations costs with fuel prices. We also request the Bank to treat fuel for such DG Sets as consumable & pay for the same at actuals as every</p>	<p>The Said Clause should read as foloows"</p> <p>The bidder is required to install and maintain UPS of adequate capacity with minimum 6 hours battery backup. At all locations or where electricity availability is erratic, battery backup should be 6 hours is required. However, it is responsibility of the Bidder to arrange for uninterrupted power supply for ATM functioning. In areas where there is load shedding, the Bidder should arrange for alternate Power supply arrangements like solar power, etc. to maintain the prescribed uptime per CD. UPS units should be SNMP enabled for Centralized Monitoring and control purpose. The specification for UPS to be supplied is as per the Annexure - 7 attached.</p> <p>"</p>
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				site since rates may vary from state to state..	
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187	2.7 Site Maintenance and House Keeping services	19	vii) General maintenance of UPS, AC units, flooring, ceiling, Leakage / Seepage, Signage repairs/replacements, replacement & maintenance of Door closures, lights, etc..	<p>We request Bank to keep UPS Batteries out of scope of UPS AMC, as Batteries are consumable items. Also any leakage/seepage at ATM sites as and when observed, needs to be assessed and quoted by the Bidder and Bank should approve the costs as per actuals. Request Bank to keep seepage/leakage out of scope of site maintenance, as most of the times the seepage or leakage is caused by external factors outside the control of the vendor. Hence request Bank to keep seepage/leakage fixing out of scope of the service.</p>	No Change in RFP
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188	2.8	19	all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing caretaker services. The bidder may have to execute an indemnity bond in favour of the Bank in this regard.	We request the Bank to provide statewide estimated quantities of CDs to be deployed so that the price for Caretaker services is computed as weighted average basis prevailing minimum wages across India. Any increase in minimum wages by state/central government and corresponding increase in statutory payments shall be charged to the bank. Alternatively, we'd suggest that the Bank treats caretaker minimum wages on par with statutory payments such as sales / services taxes and pay vendors at actuals on these minimum wages. in that case, the Bank could seek the price for Caretaker Services management Fees from the vendor for parity in competitive bidding & adherence to legal provisions.	bank will share the same to the successful bidder
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189	2.8 Caretaker Services (Optional)	19	d) all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing caretaker services. The bidder may have to execute an indemnity bond in favour of the Bank in this regard.	Need to know if State Minimum wages / Central Minimum wages should be applicable .Request Bank to clarify whether the caretakers to be deployed for 24 hours every day.	No Change in RFP. 24 hours deployment is bank's call. Generally should be available 24 x 7
190	2.11 f	21	Replacement of defective LAN cables	If LAN cables are damaged due to natural ware and tear then the same may be replaced, however if the LAN cables are damaged due to vandalism, stolen or damaged by rats/rodents/pests then the same will be replaced on a chargeable basis. Also when such cables are to be replaced under chargeable basis, then Bank's formal written approval to the quotes submitted by vendor would be mandatory to replace the LAN cables, if the approvals are delayed from Bank's end, then such delay should be excluded from the Uptime calculations and penalty calculations.	No Change in RFP

191	2.11 g	21	Taking backup of camera images (of all three camera mentioned in Annexure 5 – Technical Specifications) on monthly basis on a suitable backup media and handing over the same to the controlling office	The Backup media required for taking the Backup i.e. Pen Drives, DVDs, DVD Writers etc. need to be provided by the Bank. Also when such Back up is being taken, ATMs will need to be put in Admin mode, and it wont be available to the Card Holders for doing any transactions, and such time should be excluded from the Uptime calculations and penalty calculations.	No Change in RFP
192	2.11.l	22	Bidder should provide FLM services on 24 X 7 X 365 basis.	FLM support on 24x7x365 is practically feasible across network opn pan-India basis. In any case, since the vendor will be responsible for uptime, we request the Bank to leave this to vendor's own management.	No Change in RFP
193	2.12.4 Cash Replenishment and related Services	23	g) The CMA should have Cash Vaulting facility and use secure armored cash vehicles for pickup and delivery	Request Bank to clarify whether vaulting is compulsory across all the regions ?	Refer page 24, point number y
194	2.12.4.n	24	Provider would also be required to submit a Comprehensive Cash Reconciliation report on a daily basis.	Request Bank to share the sample report format.	bank will share the same to the succesful bidder

195	2.12.4.o	24	Upon reconciliation, if any difference is observed, the Bank's reconciliation team will intimate the same to the Vendor.	Vendor requests Bank to intimate such discrepancies within 2 working days for all practical reasons and for operational efficiency purposes. Also Bank to ensure that all necessary details like switch details / host details are provided to vendor for analysing such transactions.	No Change in RFP
196	2.12.4.Y	24	Vaulting facility is mandatory at all locations where ten or more ATMs/CDs are functioning	Request Bank to relax this clause as CIT agencies decide whether any particular region requires vaulting facility depending upon business they are going to make in that region. Vendor may not have complete control over such situation, hence request Bank to relax this clause.	No Change in RFP
197	2.12.4 (ff)	25	In case counterfeit currency is dispensed from CD, the responsibility will be of the bidder and penalty of INR. 10000/- per instance would be levied.	All currency note dispensed from the CD will be provided by the Bank thus any responsibility of counterfeit note will be of the Bank and same cannot be passed on to the Bidder.	No Change in RFP
198	2.13	25	The bidder will be primarily responsible of security of ATMs/ CDs /ATMs and should use the latest tools and gadgets to curb potential frauds.	We request the bank to clearly specify the security standards to comply with. It will be difficult for the vendor to	No Change in RFP

				comply with unknown or future standards.	
199	2.14.a	25	The Bidder should ensure that the entire cash of the Bank handled by it in the vault/in transit/in CD is adequately insured with the bank as beneficiary.	Cash in transit and cash in CIT agency vault to be insured by Vendor-CITs. However, cash in CD needs to be insured by Bank since CDs as assets are owned by the Bank. We request Bank to confirm the same.	No Change in RFP
200	2.14-d	25	In case of any cash Loss, the Bidder should reimburse the loss amount to the Bank immediately, without waiting for settlement of Insurance claim.	We request the Bank to provide atleast 10 to 15 days time to the Vendor to investigate the cash loss, post which the reimbursement date can be decided.	No Change in RFP
201	2.16.a	25	The bidder must necessarily open an account with the Bank through which all the shortages / recoveries / dispute related adjustments will be effected.	We request Bank to clearly define the detailed process and share it with the Vendors. Also, any delay from Bank's end in completing the formalities, the Vendor should not be held responsible.	No Change in RFP
202	2.16 (b)	25	The bidder should undertake to provide clear JP log and certified cash balance report in respect of disputes within the time frame stipulated by the Bank. Non submission will cause the Bank to recover the amount from the vendor.	We intend to understand the nature of recovery Bank intends to make from the Bidder under this clause.	Disputed amount in reconciliation

203	2.16 (c)	25	Any penalty payable by the Bank due to non submission of records / data will be recovered from the vendor.	We agree to pay the penalty imposed on the Bank due to wilful default or negligence on the part of Bidder in non submission of records/data reasonably requested by the Bank.	No Change in RFP
204	2.16.g	26	g. Admin functions must be invariably carried out when the cash loading is undertaken. The Bank will be immediately recovering any amount if any discrepancy is noted between the cash provided for replenishment vis-à-vis the CBR and the amount loaded in the ATM.	Any difference in reporting will be resolved through extended coordination and thorough verifications. And observations/detailed root cause analysis of such cases will be shared with the Bank by Vendor and accordingly bank to settle the dispute. Settlement/resolution should be on mutually agreeable terms between the Bank and the Vendor.	No Change in RFP
205	2.16.h	26	The bidder must strive to identify the transactions which have resulted in overage / shortages and pay / recover the amount from the respective card holders.	Vendor;s scope shall be limited to pulling the EJ & making it available for the Bank to undertake reconciliation / settlement with support from the vendor on best effort basis. However, primary responsibility of disputes settlement rests with the Bank. Also, the vendor has no legal standing to pay / recovery from the card holder. We request the Bank to	

				appreciate this & alter this clause accordingly.	
206	2.17 8	26	Network Performance Report - Performance of Managed Services with stress on call logging and escalations	Call details which are logged with vendor will be provided along with details like site details, ATM ID, Start & End date & time etc. Please let us know if any other report is required . If yes, please provide sample report format.	Will be shared with successful bidder
207	2.18 Project timelines	27	<p>Setting up of required backhaul network, EJ Pulling Server and other integration work: within 6 Weeks from the date of Lol /PO by the bank.</p> <p>Delivery, installation and cash live of ATMs/ CDs: within 4 weeks from site handover by the bank.</p> <p>Site implementation including ACs , UPS and other deliverables at per requirement given by the Bank: within 3 weeks from site handover by the Bank</p>	Request Bank to set these timelines by 10-12 Weeks for all the 3 line items	No Change in RFP
208	2.19	27	Project timelines: Delivery / installation and cash live within 4 weeks from the date of site handover	Request bank to increase this upto 6 weeks	No Change in RFP

209	3.1.2.6	30	<p>3.1.2.6 Taxes: All the applicable taxes, duties, octroi, LBT, levies, charges, license fees, road permits, etc. in connection with the delivery of ATMs/ CDs at site including incidental services and commissioning shall be borne and paid by the bidder and as such the minimum guarantee for each site required to be paid by the Bank against the services being availed under this contract shall be all-inclusive amount with applicable service taxes separately. No price variation including those relating to increase in customs duty, excise duty, dollar price variation etc. will be permitted. The prices quoted will also include transportation to respective sites, insurance till delivery at the bank's site. The ATMs/ CDs would be supplied and delivered at the locations which will be provided by the Bank.</p>	<p>Octroi/ Entry Tax & Permit arrangement taxes vary at Municipal levels and hence prices can not be inclusive, and should be paid by the Bank on actuals based on the receipt provided. And for LBT, the Bank has to be registered and should give the LBT number along with the shipment advise. LBT is a responsibility of the importer of the goods insider the state, and bidder paying this is not allowed. For road permits, Vendor may facilitate the arrangement of road permits however responsibility lies with the Bank to provide the same. Also there are certain states where the suppliers do not have the authorisation to arrange and the permits have to be downloaded online based on the customer's registration. Hence it will be the responsibility of the bank to arrange for those forms. And while arranging road permits, necessary taxes paid should be reimbursed on production of the</p>	<p>3.1.2.6: The Said clause should be read as "All applicable costs and taxes like customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc. at the respective delivery location of the bank but exclusive of only applicable Service Tax and Octroi / Entry Tax / equivalent local authority cess, which shall be paid / reimbursed on actual basis on production of bills. The price quoted by the vendor should not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty, excise tax etc. Further, receipts of such payments made to relevant authorities must be produced for Octroi / Entry Tax / equivalent local authority cess. The Bank will not pay any other taxes, cost or charges. Any upward /downward revision in the tax rates from the date of the bid submission will be to the account of the Bank."</p>
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				government tax receipt.	
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210	3.1.2.9.6	32	3.1.2.9.6 The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Vendor's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Vendor's inability to meet the established delivery dates, that Bidder will be responsible for any re-procurement costs suffered by the Bank. The liability in such an event could be limited to the amount actually spent by the Bank for procuring similar deliverables and services.	As the Bidder is furnishing performance Bank Guarantee under clause 3.1.2.9.1 and Bank is also entitled to levy liquidated damages under clause 3.7 of the RFP for any delay in delivery of CD, thus we request the Bank to kindly delete this clause.	No Change in RFP
211	3.1.2.10.14	36	The Bank shall inform the Bidder all breaches and claims of indemnification and shall grant the Bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the Vendor). The written demand by the Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand the actual amount of such loss / damages caused to the Bank.	We agree to indemnify the bank for any loss or damage suffered by the bank due to any negligence or default on the part of Bidder. Thus we propose following clause in place of clause no. 3.1.2.10.14 <i>Bidder will defend at its expense any actual or threatened claim or suit brought against Bank by any other person to the extent that the claim is caused solely by Bidder's negligence or willful misconduct and will pay all court costs and monetary damages finally awarded, if Bank gives (1) prompt written notice of the claim; (2) all</i>	No Change in RFP

				<i>requested information about the claim; (3) reasonable cooperation and assistance; and (4) sole authority to defend and settle the claim.</i>	
212	3.1.2.10.17	37	Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.	Please clarify why the bank believes that the Vendor should indemnify the Bank for any claim made by the customer or regulatory authority.	No Change in RFP

213	3.1.2.10.20	37	<p>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 any laws including the Copyright Act, 1957 and Information Technology Act 2000 in respect of all the products or other systems supplied by them to the Bank from whatsoever source, provided however, (i) the Bank notifies the Bidder in writing as soon as practicable when the Bank becomes aware of the claim (ii) the Bidder has sole control of the defence and all related settlement negotiations (iii) the bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (vi) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Vendor, except where the Bank is required by any authority/regulator to make a comment/statement/representation. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.</p>	<p>The CD and Software supplied by us has appropriate patent and copyright protection. Considering that these products are supplied by us to global customers, we offer a detailed indemnity clause to our customers in respect of any third party IP infringement claims against our products. The indemnity offered by us is benchmarked against the indemnity offered by top technology companies. The indemnity covers (a) payment of damages, costs and expenses that are awarded by a court against the Bank; (b) payment of any settlement amount that the Bank is required to pay; and (c) modification / replacement of infringing products or refund of amount paid by the Bank against the infringing product. We therefore recommend the following clauses in place of clause 3.1.2.10.20:</p> <p>3.1.2.10.20.1 Bidder will, at its expense, defend Bank against any IP Claim. Bidder will also pay the</p>	No Change in RFP
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				<p>damages, costs, and attorneys' fees that are awarded against Bank in a final, non-appealable court judgment for the IP Claim, or required to be paid by Bank or on behalf of Bank in a settlement of the IP Claim that Bidder has agreed to in writing. As used in this clause 3.1.2.10.20.1, an "IP Claim" means a suit brought against Bank by a third party to the extent the suit alleges that Bank's use of CD or Software (Product) infringes a patent or copyright of the third party.</p> <p>3.1.2.10.20.2 Bidder's obligations set forth in clause 3.1.2.10.20.1 are subject to Bank (a) providing Bidder prompt written notice that the IP Claim has been threatened or brought, whichever is sooner (the "Claim Notice"); (b) providing Bidder sole control of the defence, appeal, and/or settlement of the IP Claim; (c) cooperating with Bidder with respect to the defence, appeal, and/or</p>	
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				<p>settlement of the IP Claim; (d) providing Bidder with requested documentation and information relevant to the IP Claim or its defence, appeal, and/or settlement; and (e) complying with all court orders. If Bank's delay in providing the Claim Notice causes detriment to Bidder with respect to the defence or resolution of the IP Claim, the obligations set forth in clause 3.1.2.10.20.1 will not apply to the IP Claim. Notwithstanding any other provision of this Agreement, Bidder is not responsible for any fees (including attorneys' fees), expenses, costs, judgments, or awards that are incurred prior to Bidder's receipt of the Claim Notice from Bank. Bidder will have the sole right to select counsel.</p> <p>3.1.2.10.20.3 The obligations set forth in clause 3.1.2.10.20.1 will not apply to an IP Claim if the alleged infringement is based on, caused by, or results from (a) Bidder's compliance with Bank's</p>	
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				<p>design, specification, or instruction; (b) modification of the Product other than by Bidder; (c) any product or service not provided by Bidder to Bank; or (d) combination or use of the Product with any product or service not provided by Bidder to Bank.</p> <p>3.1.2.10.20.4 If an intellectual property infringement allegation is brought or threatened against the Product, or Bidder believes that such an allegation may be brought or threatened, Bidder may (a) obtain a license for the Product; (b) modify the Product; or (c) replace the Product with a product having substantially the same functionality. If Bidder in its discretion determines that none of the foregoing is available on a reasonable basis, upon Bidder's written request to Bank, Bank will promptly return the Product to Bidder, and Bidder will refund Bank the price Bank paid to the Bidder for the Product, less depreciation on a</p>	
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				<p>five-year straight-line basis.</p> <p>3.1.2.10.20.5 Clause 3.1.2.10.20 sets forth Bidder's entire obligations and Bank's exclusive remedies with respect to intellectual property infringement, including any IP claim.</p>	
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214	3.1.2.16	39	<p>3.1.2.16 InspectionThe Bank will carry out the inspection tests for testing of related CD/ ATM to verify that the supplied equipment are as per the Bill of materials. The Bidder shall assist the Bank in all inspection tests to be carried out by the Bank.In case of any discrepancy in the equipment's supplied, the Bank reserves the right to terminate the entire agreement in case the Bidder does not rectify or replace the supplied hardware/software and the Bidder shall take back the equipment at Bidder costs and risks. The Bidder shall ensure that all costs associated with insurance from the date of transfer of title till the final acceptance by the Bank will be borne by the Bidder and the asset insured in the name of the Bank. The Bidder shall provide the insurance certificates for insurance of the 'Bidder Supplied Equipment' to the Bank along with supply of Equipment.In all cases, the Bidder shall have the sole responsibility for bearing all additional charges, costs or expenses incurred in correcting, reworking or repairing the defective or non-conforming ATMs/ CDs , unless such failure is due to reasons entirely attributable to the Bank.</p>	<p>Our global insurance covers the goods upto the title transfer and acceptance of the goods. We will provide the copy of the cover note of the global insurance coverage, and beneficiary on this will be us, and not the bank. Hence no specific insurance policy can be provided as requested, however, we take the liability of the goods until the period of acceptance</p>	<p>No Change in RFP</p>
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215	3.1.2.17	39	<p>Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p>	<p>Bidder understands that the indemnity required by the Bank due to actions of employees or agents of the service provider. Bidder agrees to provide such indemnity. However Bidder expects the Bank to <i>(a) give prompt notice of any such claim to Bidder; (b) grant sole control and authority to Bidder to defend or settle such claim; and (c) provide reasonable co-operation and information regarding such claim.</i></p>	No Change in RFP
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216	3.1.2.17	40	<p>Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers / staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor.</p>	<p>Bidder understands that the indemnity required by the Bank due to wilful misconduct or negligence of employees or agents of the service provider. Bidder agrees to provide such indemnity. However Bidder expects the Bank to <i>(a) give prompt notice of any such claim to Bidder; (b) grant sole control and authority to Bidder to defend or settle such claim; and (c) provide reasonable co-operation and information regarding such claim.</i></p>	No Change in RFP
217	3.1.2.17		<p>This indemnification is only a remedy for the Bank. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities</p>	<p>We intend to understand why the bank believes that Bidder should indemnify the Bank for any claim made by the customer or regulatory authority.</p>	No Change in RFP

218	3.3	40 & 41	<p>Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Bidder shall further indemnify the Bank against any loss or damage to the Bank's premises or property, Bank's data, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notifies the Bidder in writing immediately on aware of such claim, (ii) the Bidder has sole control of defence and all related settlement negotiations, (iii) the Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or</p>	<p>IPR Indemnity is already covered in clause 3.1.2.10.20, thus we request the Bank to kindly delete this clause.</p>	<p>No Change in RFP</p>
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			order of the court. It is clarified that the Bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and vendors) rights, interest and reputation.		
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219			<p>Bidder shall be responsible for any loss of data, loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Bidder should take full responsibility for its and its employee's actions. Further, since the Bank's data could be integrated / used under Bidder provided software and since the Bidder would be managing the data centre, the Bidder should be responsible for loss/compromise or damage to Bank's data.</p>	<p>Bidder understands that the indemnity required by the Bank due to wilful misconduct or negligence of employees or agents of the service provider resulting in loss of data/life. Bidder agrees to provide such indemnity, however Bidder expects the Bank to <i>(a) give prompt notice of any such claim to Bidder; (b) grant sole control and authority to Bidder to defend or settle such claim; and (c) provide reasonable co-operation and information regarding such claim.</i></p>	No Change in RFP
220			<p>The Vendor's should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:· Non-compliance of the Bidder with Laws / Governmental Requirements· IP infringement· Negligence and misconduct of the Vendor, its employees, and agents· Breach of any terms of RFP, Representation or Warranty· Act or omission in performance of service.· Loss of data</p>	<p>As there are multiple indemnity in the RFP we request the Bank to incorporate Limitation of liability clause. Thus we request to incorporate proposed clause: IN NO EVENT WILL BIDDER BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS OR REVENUE, LOSS OF TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. vendor WILL NOT BE CUMULATIVELY LIABLE TO YOU FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE, FEES AND CHARGES SET</p>	No Change in RFP

				<p>FORTH IN THE APPLICABLE PURCHASE ORDER. EACH CLAUSE OF THIS SECTION IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF AN PURCHASE ORDER.</p>	
221			<p>Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.</p>	<p>We intend to understand why the bank believes that Bidder should indemnify the Bank for any claim made by the customer or regulatory authority.</p>	<p>No Change in RFP</p>

222	3.7	43	<p>If the BIDDER fails to deliver the ATM /CD within the time period(s) specified in the RFP, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the payment to be made to the vendor, as liquidated damages, a sum of Rs 2000/- per CD /ATM per day until actual delivery or performance. If the bidder fails to establish the backhaul network and the required backhaul integration as per the RFP requirements, within the timeline mentioned in the RFP document, the Bank shall, without prejudice to its other remedies under the contract, deduct from the payment due to the vendor, as liquidated damages, a sum of Rs. 10000/- per day, until actual delivery or performance.</p>	<p>We request the Bank to increase the delivery to 6 weeks from the time of site handover and penalty to be applied after that, subject to a maximum of 10 weeks of delay beyond which the Bank may pursue other measures. Also, for the back-haul integration, we request the delay-related penalty to be capped to a maximum of 10 weeks of delay after the period requested in these clarification queries. We also feel that the penalties proposed are prohibitively too high by industry standard & request that these be brought down to Rs.500/- per day of delay for delivery delay as well as for backhaul delay.</p>	No Change in RFP
223	3.14	47	<p>The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:</p>	<p>The Bank is requested to provide 30 days cure period before exercising this right. We therefore propose that the clause may be revised as under:</p> <ul style="list-style-type: none"> - The Bank shall have the option to terminate the contract at any time during the contract period by giving a written notice of 60 days, in the event of breach of any 	No Change in RFP

				<p>material terms of the contract and such breach is not rectified by the bidder within 60 days from the date of receipt of intimation from the Bank with respect to such breach.</p>	
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224	3.14 (V)	48	<p>The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.</p>	<p>CD prices are decided upon the (a) contract length i.e. deployment period; (b) commitment of minimum quantity; (c) configuration; and (d) terms and conditions such as payment term, LD, support requirement, taxes, AMC commitment etc. Therefore we can not agree to the Bank's requirement of passing on better prices to Bank without such qualifications. Thus we propose following clause instead of existing clause 3.14 (V) of the RFP: Bidder represents that the prices of all CD ordered by the Bank from the Bidder will be, at the time of purchase, comparable to or better than the prices being offered by it to any governmental end-user customer of the Bidder engaging in a similar overall volume of business with Bidder who purchases the same or similar CD in like committed quantities, and within similar time frames, within the same geographic area, and under terms and</p>	No Change in RFP
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				conditions substantially similar to those between Bidder and Bank. Bank's sole remedy in the event of a breach of this representation is to receive like or comparable prices for CD.	
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225	5 (a) (ii)	55	Ten (10%) percent of contract price of the goods will be retained for 3 years. In case the bidder submits Performance Bank Guarantee, the Bank will release 9% as last instalment and 1% will be retained by the Bank as security deposit for the contract period.	Under clause 3.1.2.9.1, the successful bidder is required to submit performance bank guarantee within 10 days of the acceptance of order. This bank guarantee has to be valid for the term of the Contract. We therefore request the bank that the last 10% payment be released along with the acceptance payment of 80% without insisting on additional bank guarantee.	No Change in RFP
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226	5. Payment Terms	55	<p>c. Payment Terms for SITE WORK: i) On Completion of the Site Work: Seventy (70%) of Site Preparation along with 100 % statutory dues permitted (100% Service Tax, inclusive of surcharge, if any), wherever applicable, backed by necessary proof shall be paid upon submission of the following documents (separate claims for applicable statutory payments will not be entertained). ii) Final Payment: The balance (30%) payment will be made as follows: • The quantity/quality of works are to be checked by the Bank's authorised officials of the Bank. If any discrepancies are observed, bidder has to sort out the same without any cost to the Bank during the warranty period. • The bills shall be accompanied by a certificate of completion from the Bank's Technical Officer from Premises and IT Department.</p>	<p>Bank should make Site Preparation Payment 70% in advance and remaining 30% can be done after site inspection which should be completed within a week's time after the site is completed. Bank should also have deemed acceptance clause in the Payment Terms of the RFP. Any delay caused on account of Bank in conducting the site inspection after the site is prepared as per the specifications, Bidder should not have to wait for the Balance payment.</p>	No Change in RFP
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227	5.C.i	55	<p>On Completion of the Site Work: Seventy (70%) of Site Preparation along with 100 % statutory dues permitted (100% Service Tax, inclusive of surcharge, if any), wherever applicable, backed by necessary proof shall be paid upon submission of the following documents (separate claims for applicable statutory payments will not be entertained).· Certificate from Head of the Branch that the works have been completed and site handed over with date of handover (as per the checklist to be provided by the Bank while placing the purchase order).· Invoice cum Bill of materials (two copies)· Claim letter from the bidder that the amount indicated in the invoice are correct based on the actual work done. In case the amount claimed is proved to be in excess at the time of final payment, the Bank reserves the right to charge interest @ 16% p.a for the excess amount drawn and the excess payment with interest will be recovered from payments due.· Applicable TDS, WCT shall be deducted.</p>	<p>No time frame mentioned. We propose the time cap of 30 days from bill submission for payment release.</p>	<p>Bank usually pays the bills promptly</p>
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228	5.C.ii	55	<p>The balance (30%) payment will be made as follows:</p> <p>The quantity/quality of works are to be checked by the Bank's authorised officials of the Bank. If any discrepancies are observed, bidder has to sort out the same without any cost to the Bank during the warranty period. The bills shall be accompanied by a certificate of completion from the Bank's Technical Officer from Premises and IT Department.</p>	<p>No time frame mentioned. We propose the time cap of 45 days (from date of bill submission) to sign the SCR by the banks authorised officials and release of the balance 30%</p>	<p>Bank usually pays the bills promptly</p>
229	5. Payment Terms	56	<p>d. Payment for Managed Services: Payment for Managed Services will be made on quarterly in arrears basis from the Head Office.</p>	<p>Request Bank to make the Managed Services payments at least monthly in arrears.</p>	<p>No Change in RFP</p>

230	5. Payment Terms	56	<p>e. AMC PAYMENT: The bidder is required to quote separately for Annual Comprehensive Maintenance at site from the date of expiry of three year of warranty period (post warranty).</p> <p>i) The invoice for AMC renewal proposal is to be submitted at our Office at least 30 days before due date for renewal of AMC, every year.</p> <p>ii) AMC on ATMs/Cash Dispensers, UPS, ACs, and other equipment shall be paid quarterly in arrears after receipt of claim at the start of each quarter, after completion of warranty / maintenance obligations of the previous year, at the rates quoted in commercial Bid. During the AMC period , bidder is required to perform the Preventive Maintenance (PM) on Quarterly basis and submit call report without fail. Bank has got right to withhold the payment of AMC for non –performance or non-submission of PM reports..</p>	Request Bank to make the AMC payments quarterly in Advance.	No Change in RFP
231	Annexure 5/ Point :2.4	66	USB Ports in front for front access ATMs/ CDs, DVD writer with latest specification & with controller card, 1 RS 232 Serial port and 2 or more USB ports, 1 Ethernet Card 100 Mbps with RJ45 port, MPEG full motion video with voice guidance support to play both MPEG and wave / sound file	Request the bank to remove the RS232 port requirement as this is obsolete technology and is no longer supported on the ATM.	Please refer addendum

232	2.6	66	8 Function Keys (FDK) with Braille sticker/embossing , Capable of interactive Voice guidance to customer & digitalized WAV files in Indian accent for the same in all the three languages to be provided by the bidder (Hindi, English & Local Language)	Currently Voice guidance is available with only 2 languages (English and Hindi). This is inline with IBA circular on Voice guidance. Request Bank to consider this and amend the clause accordingly	No Change in RFP
233	2.7	66	OS hardening (with Firewall). CD should be adequately hardened and only white listed necessary services run in the system. No malware including viruses, worms and Trojans enter the CD and Affect the system.	Please confirm if Bank is installing Anti-Virus or any other solution to protect against worms and Trojans etc... We supply machines with hardened OS by default to provide maximum protection	No Change in RFP
234	2.2.1	66	UL 291 Certified (or Bidder to Get Certificate within 6 months from date of awarding the Contract)	We offer a next level of security enclosure for Cash Dispensers CEN 1 Safes. Request Bank to amend the clause as "UL 291 Level 1 / CEN safes"	Please refer addendum
235	2.2.2	67	At a minimum, Dual Combination electronic locks to open the safe and audit trail without any hardware	There are 2 types of lock available, one with dual control lock and other is with OTC (One Time Combination) capabilities. Please confirm if the lock need to be OTC compliant or having capability without changing the lock combination..	No change in RFP

236	Annexure 5/ Point :4	67	CASH ACCEPTOR (Optional) 4.1 Single-note acceptor, to accept denominations Rs. 50 to Rs. 1000, of teller grade 4.2 Traceability of currency pieces to specific transactions 4.3 Deposit cassette capacity (Divert cassette bin can be used for it): 1000 pieces 4.4 The note acceptor should be capable of detecting fake/counterfeit notes (Fake / counterfeit currency notes detected should be dealt with as per the extant RBI guidelines)	This is not a supported option. Request the bank to please remove this requirement.	Please refer addendum
237	Annexure 5/ Point :6.5	68	EPP key pads to be with EMV Version 5.0 or later, as certified, EPP key pads to be PCI compliant.	The latest EMV standard version is 4.xx. Please correct the requirement accordingly.	No Change in RFP. However, EPP Key Pad to with latest EMV Version or later certified.
238	6.6.6 & 6.6.7	68	Touch Screen (with support for visually handicapped through 8 Function Keys).	Visually challenged solution does not required Touchscreen or EPP. Hence, request Bank to amend the requirement to FDK or Touchscreen. Currently many banks are using Touch screens only on their machines.	No Change in RFP
239	Annexure 5/Point :6.11	68	PIN and finger print authentication (UIDAI compliant) as and when it comes	Please specify the standards to comply to. It will not be possible to commit support for an undefined future standard.	No Change in RFP

240	Annexure 5/Point :7.1	68	Capable of supporting Remote key Management DES/RSA.	We believe that the Bank expects vendor to confirm if the ATM can support RKM. Please note that RKM requires an additional software at EFT switch and at the CDs. Please clarify.	CD Should support the requirement
241	Annexure 5/Point :7.2	68	Triple DES chip with encryption / verification / validation software. Should support AES without any additional hardware/ software charges.	AES is not yet a financial industry standard. Therefore any future implementation of AES will necessarily involve a software upgrade to support it. Please, therefore, remove this requirement.	CD Should support the requirement
242	8.8.6	69	The system should have adequate provision for storing the images, backup and archived images. CD must have two hard disk of 500 GB Capacity for ATM operation and storing the images data.	Please clarify the HDD capacity requirement. In clause 2.3 (page 66) requirement is for 1x160GB and 1x500GB. We can offer this capacity (1x160GB and 1x500GB). There is no additional HDD required and hence, the size would remain minimum of 1x160GB & 1x500GB. Please advise.	CD must have two hard disk of 500 GB Capacity
243	Annexure 5/ Point :10.4	70	The software roadmap should include support for remote key transport and XFS as well as IFX message standards	Please clarify this requirement. By roadmap does the bank imply future support or immediate support? When does the bank expect to need this?Also IFX and NDC/DDC cannot co-exist on the same ATM. Therefore it will be	CD Should support the requirement

				impossible for the ATM vendor to support NDC/DDC today and IFX in future using the same ATM application. Please clarify.	
244	Annexure 5/Point: 12.8	70	Printing of Receipt should be in Local language also(Trilingual)	All receipt data in NDC is controlled by the switch. Please clarify if the switch will be customised to send the data in the required format.	CD Should support the requirement
245	Annexure 5/Point :13	70	Optional Transactions (other value-added services may evolve) 13.1 Mobile top-up 13.2 Bill payments (Utility, fees, insurance premium etc.) (Intrabank) 13.3 Mini statement for last 12 transactions 13.4 Fund transfer 13.5 Register for mobile banking 13.6 Request for cheque books 13.7 Request for statement 13.8 Mobile based money withdrawal	These requirements are purely switch driven functionality and is not the responsibility of the ATM vendor.	CD Should support the requirement
246	14.1	71	Should be operational in a wide range of 12 to 45o C temperature and humidity conditions from 12 to 90 RH.	Lobby ATMs are designed to work in 10 to 40C and 20 to 80RH. Request Bank to amend the clause accordingly	No Change in RFP. Ambient environment will be maintained for running of ATMs.

247	App1 Form B 02 part 2 of 5. A-1	75	Providing & fixing 16" x16"x 7mm thick plain vitrified Glazed tiles ceramics of approved shade . tiles to be fixed diagonally (Rate only)	Request change to 24" x 24" x 5mm vitrified tiles in the interests of looks, availability and lower price. This size is listed in Annexure 6	Please refer addendum
248	App1 Form B 02 part 2 of 5. A-2	75	Providing & fixing 20 mm thick polished granite for Sides of steps, Risers,& for external areas . The color should be Lavender Blue.	Request change to black color as lavender blue is not available in a majority of areas	No Change in RFP
249	App1 Form B 02 part 2 of 5. C-1	75	Providing & fixing gypsum board false ceiling with GI frame work all as per drawings & instructions of the Architect / Bank.	Suggest change to grid tile ceiling as it is more maintenance friendly and lasts longer	Please refer addendum
250	App1 Form B 02 part 2 of 5. C-2	75	Providing & fixing 2 to 3 line POP cornice (as per drawings)	This item becomes redundant when using a grid ceiling	Please refer addendum
251	App1 Form B 02 part 2 of 5. D-1	76	Handle 2 nos. 1 inch dia and 1ft 6 inch long. devoid of any drilling on glass and will be provided on two sides as per drawings and sketches.	Suggest handle is 12" long and 1ft 6 inch handles are not available in non urban areas	No Change in RFP
252	App1 Form B 02 part 2 of 5. E-2	76	Providing Visual Merchandising set – with customized branded information panel, Writing ledge, Cheque deposit box and Poster frames of standard sizes for CD room of 10'x10' approxi. room size., preferably with Grey color and Bank reserves the right to opt for other colours also depending on the logo colours	Design and specification required.	As per RFP with standard sizes.
253	App1 Form B 02 part 2 of 5. E-7b	77	Wooden boxing for the above shutter with 12 mm Marine Ply to be covered with grey laminate. Plywood to be boiling water proof (Sq. Ft.)	Suggest change of material to ACP which gives longer life at lower cost	No Change in RFP

254	App1 Form B 02 part 2 of 5. E-9	77	Providing & fixing Wooden Storage Cabinet made of ply, on all four sides, 4 shelves inside with wire manager slots, finished with enamel paint in interior and 1.0 mm laminate finish on exterior, appropriate slots to be made for air circulation on either sides, approximate size 3' x 3' x 8' and should accommodate UPS, Batteries, NIU and belongings of Security Guard as per the drawings and instructions of the Architect/Bank. Double door with blue lamination. Louvers to be used instead of slots (No.)	Suggest change of material to ACP which gives longer life at lower cost	No Change in RFP
255	App 1 Form B 02 part 2 of 5	78	Missing items in BOQ	Following items are missing from interiors BOQ - wall panelling, partition between backroom and customer lobby, backroom door, painting, backroom shelves, machine grouting, shelves, air con louvres, dustbin, doormat, chair, softboard. These listed in Annexure 6, but not the BOQ.	Please refer addendum
256	App 1 Form B 02 part 2 of 5	78	Specs of missing items in BOQ	Suggest that all wall panelling, partitions, shutter boxing etc be made of ACP since it is a more durable and maintenance free material.	No Change in RFP

257	App 1 Form B 02 part 3 of 5	78	Providing & fixing 1T High Wall Split ACs of reputed make with 100% standby unit; timer unit to be provided for alternate operation of the two A.C units thus provided. Copper, drain pipe length not exceeding to 5.0 Mtr. including internal/external 1/2/3 KVA Voltage stabilizer as per the requirements	ERR rating required	Please refer addendum
258	App 1 Form B 02 part 3 of 5	78	Copper Piping standard is 5 meters. Copper cabling > 5 Mtrs is on chargeable basis for AC installation at mutually agreed rates..	Where to quote for extra piping which will be required in majority of cases?	No Change in RFP
259	App 1 Form B 02 part 4 of 5	80	Providing Earthing pit size 3 'x 3' x 7' deep .Earthing plate to be 60 cm x 0cmx3mm Copper with central hole connected with 10 SGW wire with brass nut and bolt to meter, pit to be filled with charcoal layer, further with 6" to 8" soil, followed by second / third layer subsequently till the top. Open pipe 1.5" diameter to be inserted in to the pit up to the earthing plate filled with water when dry, pipe should be above ground level with a funnel	Suggest change to maintenance free chemical earthing/ Also are 3 nos of earthing required?	No Change in RFP
260	App 1 Form B 02 part 4 of 5	80	For UPS , CD and Lightening arrestor to be located as per site location	Pls clarify the requirement.	No Change in RFP
261	App 1 Form B 02 part 4 of 5	81	UPS requirement	UPS listed both in App 1 Form B 02 part 4 of 5 as well as in B01 A. To be removed from former to avoid duplication	OK

262	Appendix 3: Service Levels	90	<p>1.2. CD UPTIME: The BIDDER shall ensure that each CD gives 99% uptime. Procedure for calculation of Uptime for the CD Machine is as under: FACTORS FOR CALCULATION OF UPTIME: CD breakdown due to technical reason, excluding:</p> <ul style="list-style-type: none"> • Network Failure at VSAT due to satellite failure or sun outages • Existing Switch failure (if switch services are availed at later stage, then this will not be taken into account as exclusions). • Non-availability of CBS host. • Admin activities. • Planned maintenance. • Any reason either due to the action or inactions of THE BANK and its representatives or for any reason beyond the reasonable control of BIDDER. • Actual downtime of the Switch 	<p>Request Bank to also exclude Vandalism, Natural Calamities, Force majeure, Act of God, War, Political instability in the region of CD sites etc. cases from Uptime Calculations. Also maintaining 99% uptime is quite unreasonable for all practical reasons, and request Bank to allow Bidders to maintain the Hardware Uptime of 97% for Metro and Urban areas and 95% for Semi-Urban and Rural areas.</p>	No Change in RFP
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263	2. Penalties	92	<p>For failure to ensure minimum availability per CD /ATM calculated on monthly basis, the penalty will be levied as under:</p> <p>Availability penalty:</p> <p>below 98% 3%</p> <p>below 97% 5%</p> <p>below 96% 7%</p> <p>below 95% 12%</p> <p>below 94% 12%</p> <p>below 93% 15%</p> <p>below 92% 17%</p> <p>below 91% 20%</p> <p>Absenteeism of care taker will be charged additionally but total penalty per CD for a particular month will not exceed total monthly charges payable to service Provide for that CD for that month.</p>	Request Bank to clarify whether penalties for the Hardware Downtime will be 3%, 5%, 7% ,9%, 12%, 15%, 17% and 20% of the monthly price payable for the AMC of the CD and the monthly price payable for the Managed Services.	No Change in RFP
264	Penalties on Response and Resolution times	93	In the event of failure to meet the above timelines a penalty of Rs. 1200/- per instanceper site will be levied in addition to other penalties.	Request Bank to reduce these penalties to a reasonable value,such as Rs.200/-. Amount of Rs.1200/- per instance is much on a higher side, and vendor will not be in a position to support this especially for the sites where availability of public transport is a challenge	No Change in RFP
265	Annexure 6, E 13	97	Flush Door (As per the requirement) for back room (ISI marked commercial ply as per thickness of partition along with hinges embedded lock and handle on the inside	Suggest conversion to ACP	No Change in RFP

266	Annexure6, E 14	97	Providing and fixing wooden panelling with 1.5 feet frame work with 1mm laminate	Suggest conversion to ACP	No Change in RFP
267	Annexure6, E 15a	97	Providing and fixing wooden partition with one side laminate and paint on the other side for approxi sizes of 9' height and 10' length .	Suggest conversion to ACP	No Change in RFP
268	Annexure6, E 15b	97	Providing and fixing wooden partition with both sides laminate for approx. sizes of 9' height and 10' length	Suggest conversion to ACP	No Change in RFP
269	App1 and Annexure 6	76,94	App1 and Annexure 6	RFP's BOQ's (App 1 Form 02,03,04) has several items missing whereas the compliance sheet (Annexure 6) seems more complete. Pls clarify and provide one consolidated BOQ with quantities listed for each item	Please refer addendum
270	General		Penalty Cap	Request Bank to define cap on the applicable penalties. There should be maximum cap on the penalties that can be charged to the Bidder. The penalties can not exceed the maximum services fees payable to the Bidder.	Please refer addendum

271	General		Query on network infrastructure for the Managed Services.	Request Bank to share the addresses of its DC and DRC sites. Also request Bank to clarify whether the Bidder can make use of network connectivity setup which is already put in place under Ministry of Finance Project OR Bidders are expected to set up fresh connectivity?	Finalised and shared with successful bidder
272	General		Site Preparation Work - Warranty Period	As a general Practice, Site Preparation Work comes with 1 Year of Standard Warranty. Are Bidders expected to offer 3 Years of Warranty even for the Site Work, UPS + Batteries, and Acs or Just one year of Warranty?	No Change in RFP.