

Responses to Pre Bid Queries

RFP-24/2024-25 ( GEM/2024/B/5250401) for Supply, Installation, Maintenance of 300 Cash Recycler and providing Managed Services for 7 years and Buyback of Old Cash Recycler  
(Pre Bid Meeting 13.08.2024 at 15:00 hrs)



Sr no	Page No	Point / Section	Main Section Name	Clarification point as stated in tender document	Comment / Suggestions	Bank Response
1	92	SCOPE OF WORK Point 28 (a)	7.29. ANNEXURE C: SCOPE OF WORK	a) Removing Cash, tallying with the CBR (Cash Balancing Report) and depositing the cash with the designated branch of the Bank.	Request bank to accept "Change of Nodal Bank wherever required by Bidder". Bidder will submit proper justification.	No Change in RFP Clause, However, the same shall be discussed with successful bidder
2	92	SCOPE OF WORK Point 28 (b)	7.29. ANNEXURE C: SCOPE OF WORK	b) Cash Evacuation / Replenishment every alternate days or as a when required and it should be ensured the cash inside the recycler should be enough to work all day for customers. (applicable for cash management handled by bidders)	We request bank to accept "Feasibility of loading count".	No Change in RFP Clause
3	93	SCOPE OF WORK Point 39. (a)	7.29. ANNEXURE C: SCOPE OF WORK	a) The Vendor should provide support to resolve reconciliation disputes within 3 working days of reporting the difference. If the Vendor does not respond by third working day the difference amount will be recovered from Vendor on fourth working day.	We request bank to consider Dispute reconciliation with T+5 Working days.	No Change in RFP Clause
4	101	SCOPE OF WORK Point 52) Insurance (wherever cash management is managed by the bidder)	7.29. ANNEXURE C: SCOPE OF WORK	1) Insurance (wherever cash management is managed by the bidder)	We request bank to consider "The bidder will take Insurance for Cash in Transit, Cash in Vault only.	No Change in RFP Clause
5	109	i. Penalty for downtime	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	The Bidder shall maintain 98% overall uptime for each ATM on monthly basis. For each percentage downtime below 98%, a penalty equivalent to twice the percentage of downtime will be deducted out of total monthly bill amount on per ATM basis.	Bank has not mentioned about downtime & penalty exclusion in RFP Below exclusion to be incorporated MHA Guidelines Force Majeure Accessibility Issue Local Authority Issue Downtime due to Bank Dependency Switch Issue Branch Cash Dependency, Location rain impact, Downtime exclusions for DR activity from vendors, Robbery, Vandalism, Road construction, Strike, Renovation, Shifting activity downtime	No Change in RFP Clause
6	110	iv. Penalty under EJ Pulling services and EJ Reconciliation: -	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	Vendor has to ensure that the success rate of EJ pulling is at least 98% on T+1 basis and 100% on T+3 basis. In case of non-submission of 100% EJ on T+3 basis, Bank will charge a penalty of Rs.1000/- per day per ATM. Further, in case of any claims of the cardholder by the Bank in the event of non-availability of EJ and EJ reconciliation, the Bank will recover the amount from vendor claimed by the cardholder.	We request bank to consider Penalty of 100/-	No Change in RFP Clause
7	110	v. Penalty for ATM Camera Images/ footages:	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	Vendor should provide images/footages in case of disputed transactions/ or as and when required by the Bank. If Vendor is unable to do so for any reason, the Vendor will be liable to pay the disputed amount plus costs incurred by the Bank towards satisfaction of the disputed amount. If Vendor is unable to provide images within 3 days, then a penalty of Rs.1000 /- will be charged.	We request bank to consider penalty of 500/- per instance.	No Change in RFP Clause
8	110	vi. Penalty for Housekeeping (for offsite location): -	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	The Vendor shall ensure maintenance of all the ATM sites under the proposed contract. The site should be stain free, dust free and the vendor shall ensure the proper ambience of the site. If Vendor is unable to do so for any reason, bank will impose a penalty @ Rs.1000/- for each location per instance per day.	We request bank to consider Penalty of 100/-	No Change in RFP Clause
9	110	vii. Monthly Management review by Vendor: -	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	vii. Monthly Management review by Vendor: - The vendor has to take monthly Management Review of the performance of ATMs installed and submit a summary report with detailed analysis to Bank within 7 days of succeeding month, failing which, penalty of Rs. 50,000/- (Rupees Fifty thousand only) per month will be recovered from the payments due.	We request bank to consider penalty of Rs.1000/- .The meeting has to be schedule with mutual understanding by both parties	No Change in RFP Clause
10	45	6.63.	Make, Model & Part numbers of the equipment/solution	It is mandatory to provide the make, model and part/version number of all equipment/software and their subcomponents as asked for in the technical /functional specification.	We request bank to consider only Make & Model of Machine. As the machine have lots of equipment inside it and it will be a thousand items.	Bidder need to share only Make and Model detail of Recycler Machine
11	84	7.27	Annexure A	Schedule B: Buyback of Old Cash Recycler	We request bank to remove the line item from indicative as these are very old machine and out dated. We request bank to pay (10000/-) amount to respective bidder for scrapping old machine.	No Change in RFP Clause
12	90	5	Annexure C SOW	Bank is proposing to purchase 300 nos. of Cash Recyclers which may increase by 30% and decrease by 50%. If purchased, the rate shall remain the same for one year from the date of first purchase order. Vendor will be responsible for supply and installation of Cash Recyclers as per the Technical Specifications to be specified in the RFP	We request bank to remove decrease by 50% as any bidder go aggressive on volume. If bank decrease the order that will be lose for any bidder.	No Change in RFP Clause
13	90	6	Annexure C SOW	The bidder has to provide offer for buyback of old Cash Recyclers as a part of commercial offer. Lift and Sift of old machine should be initiated by the bidder after successful installation of new machine with the consent of Bank. Bidder has to ensure deletion of Banks/Customer/Degaussing hard drive before lifting of the machine.	We request bank to remove the clause as these are very old machine and out dated. We request bank to pay some (10000/-) amount to respective bidder for scrapping old machine.	No Change in RFP Clause
14	92	30	Annexure C SOW	Cash Recyclers should have vinyl wrapping as per the Bank's branding. In case the vinyl wrap gets torn or discolored, the vendor is required to wrap it again without any additional cost to the Bank.	We request bank to consider mutual agree cost for damage of Vinyl wrap as this is external branding and can be easily torn by any mischief.	No change in RFP Clause
15	92	33	Annexure C SOW	Vendor should provide the patch cord of required length at the site and attend the LAN cable issues from I/O port to Cash Recycler under warranty and AMC period without any extra cost or claiming of visit charges to Bank and replace damaged patch cord in case of requirement.	We request bank to consider mutual agree cost for damage of Patch cord as this is external cable and can be easily damage by any mischief. <b>OR</b> <b>Requesting bank to change the patch cord by there own as these are capex machine.</b>	No Change in RFP Clause
16	94	40- xi	Annexure C SOW	Cash Recycler should verify the genuineness of the notes online while accepting currency notes before confirming the transaction of depositing in accounts. The selected vendor will ensure that the Cash Recycler machine has all the relevant security features such as it does not accept any mutilated/ torn/ zero value/ counterfeit/Lesser than the Face Value of currency notes in cassettes (except URJB for counterfeit notes). If it accepts the same at any time the Vendor will compensate the Bank for any financial/reputational loss incurred on account of it. The machine should ensure the acceptance of fake notes as per RBI guidelines.	We request bank to consider - Penalty will impose if the machine is not updated with latest template of Note. Further, the CRM is intelligent machine and store Note serial and image with transaction details (A/C no., Mobile no.)	No Change in RFP clause

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17	95	40-xvii	Annexure C SOW	Cash Recycler should have five cassettes with capacity of storage of minimum 2600 notes per cassette. Of the five cassettes, initially four storage cassettes should be configured for deposit or withdrawal of currency and fifth cassette should be universal acceptor cassette for depositing / rejecting of currency. Universal Reject Cassette should be available for diverting the counterfeit currency for impounding. During the contract period vendor should reconfigure these cassettes for Cash recycling as and when required by the Bank.	We request bank consider 2500 notes per cassette.	Please refer corrigendum
18	96	42.iv	Annexure C SOW	Cost of change of password & replacement of electronic or mechanical lock or break opening of lock of Cash Dispenser will be borne by Bank only in the case of theft, fire and natural calamities at the agreed cost. In case the damage is caused by representative of bidder the same should be borne by the bidder	We request bank consider Cost of change of lock / breakopen if it is beyond bidder control.	No Change in RFP Clause
19	104	7.30.8	Annexure D	Confirmation about the proposed Cash Recycler make and model should have the capability to be connected with the IST Switch as on the date of Bid submission and having the features mentioned in Technical Specifications.	We request bank to consider any Switch. <b>Change Clause -</b> Confirmation about the proposed Cash Recycler make and model should have the capability to be connected with the <b>Base-24 / IST</b> Switch as on the date of Bid submission and having the features mentioned in Technical Specifications.	No Change in RFP Clause
20	109	7.33	Annexure-G	If the bidder fails to complete the delivery, installation and commissioning within the said period, then liquidated damages @ 3% of the Cash Recycler Price will be charged for every week's delay subject to maximum of 10 % of the Cash Recycler Price.	We request bank to consider liquidated damage of 500/- of respective cash recycler.	No Change in RFP Clause
21	109	7.33.i	Annexure-G	The Bidder shall maintain 98% overall uptime for each Cash Recycler on monthly basis. For each percentage downtime below 98%, a penalty equivalent to twice the percentage of downtime will be deducted out of total monthly bill amount on per Cash Recycler basis.	We request bank to consider .5% downtime penalty.	No Change in RFP Clause
22	110	7.33.ii	Annexure-G	Penalty for Cash Out (applicable for offsite locations and machines where cash management is handled by the bidder)	We request bank to consider penalty of 500/- per instance.	No Change in RFP Clause
23	110	7.33.iii	Annexure-G	Penalty for non-supply of consumables/ Low quality consumables: -	We request bank to consider penalty of 500/- per instance.	No Change in RFP Clause
24	110	7.33.v	Annexure-G	Penalty for Cash Recycler Camera Images/ footages	We request bank to consider penalty of 500/- per instance.	No Change in RFP Clause
25	110	7.33.vi	Annexure-G	Penalty for Housekeeping (for offsite location)	We request bank to consider penalty of 500/- per instance.	No Change in RFP Clause
26	90	7.29	Annexure-G	4.The Vendor shall be responsible for delivery and installation of Cash Recyclers at the locations across the country irrespective of location (ground floor or any upper floor/s) and distance without any cost to the Bank.	Ground Floor is possible . Any other Floors subject to feasibility	No Change in RFP Clause
27	108	7.32	Annexure-G	Project Timelines : 8 weeks from date of intimation of readiness of site in phases by the Bank	Request Bank to allow 10 Weeks from date of intimation. And additional 2 weeks for J & K , North East , and remote areas	No Change in RFP Clause
28	14	3.15	Contract Period	The period shall be for 7 years from the date of successful go-live and acceptance by the Bank. After the completion of initial period of 07 (Seven) years, based on performance of the bidder, the contract may be extended / renewed for such further period as would be decided by Bank on the same terms and conditions as mentioned herein at mutually agreed cost. Till such time for the execution of renewal, the Bidder and OEM shall continue to provide services to the Bank under service continuity clause. The performance of the selected bidder shall be reviewed every quarter, and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days' prior notice. Any offer falling short of the contract validity period is liable for rejection.	We suggest to delete the last paragraph, giving the Bank right to terminate the agreement. Further renewal needs to be only after mutual agreement and discussion between the parties and sole decision if the Bank to renew the agreement cannot be agreed.	No Change in RFP Clause
29	24	6.8	Compliance with All Applicable Laws	f. Deduction on account of liquidated damages exceeds 10% of the total contract price.	We suggest that the Compliance mentioned under this clause shall be restricted to the services performed by the Bidder under this agreement. Further we suggest for deletion of this clause f.	No Change in RFP Clause
30	24	6.13	IT Act	The Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect. The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2000 / Amendment 2008 and subsequent amendment or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source. Bidder shall also ensure compliance of Data Protection guidelines as & when issued by the Govt/ regulators.	We suggest that the Compliance mentioned under this clause shall be restricted to the services performed by the Bidder under this agreement.	No Change in RFP Clause
31	26	6.19	Assignment	The scope of work / services mentioned in the RFP or the Bidder shall not assign subsequent agreement fully or in part to any third party without the prior written consent of Bank. Bank may at any Page 27 of 123 time in completely or in part, assign or transfer any of its rights benefits and obligations under this agreement to any third party without consent of Bidder.	We suggest to add the below wordings: The Bidder shall be permitted to perform the services under this Agreement through any of its affiliates / subsidiaries and the same shall not be termed as Sub-contracting under this RFP and prior consent is not required.	No Change in RFP Clause
32	27	6.20.	Subcontracting	The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Bank.	We suggest to add the below wordings: The Bidder shall be permitted to perform the services under this Agreement through any of its affiliates / subsidiaries and the same shall not be termed as Sub-contracting under this RFP and prior consent is not required.	No Change in RFP Clause

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33	27	6.24	Cancellation of Contract and Compensation	<p>The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances:</p> <p>The selected bidder commits a breach of any of the terms and conditions of the bid/contract.</p> <p><input type="checkbox"/> The bidder goes into liquidation voluntarily or otherwise.</p> <p><input type="checkbox"/> An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.</p> <p><input type="checkbox"/> The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.</p> <p><input type="checkbox"/> If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.</p> <p>After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.</p> <p>The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.</p>	<p>We cannot agree with this clause, as we are of view that the Bank will not be incurring any cost, further the entire cost of material will be incurred by the Bidder. We suggest to add below wording to this clause</p> <p>The Bidder shall be provided with an opportunity by way of 30 days written notice to remedy breach before cancellation. In case of cancellation by whatever reasons, Bidder should be entitled for non-cancellable costs i.e. the cost already incurred by the Bidder for the project. Also, If there is additional cost, it should be mutually discussed. In any event, Bidder cannot be responsible in case Bank procures materials from any third party.</p> <p>Further, we cannot agree that the Bank will have right to recover the any amount and expenses incurred by them from the amount payable to Bidder or by invoking of Bank guarantee.</p>	No Change in RFP Clause
34	28	6.25	Exit Option & Contract Re-negotiation	The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:	<p>We suggest to add below wording to this clause</p> <p>The Bidder shall be provided with an opportunity by way of 30 days written notice to remedy breach before cancellation. In case of cancellation by whatever reasons, Bidder should be entitled for non-cancellable costs i.e. the cost already incurred by the Bidder for the project. Also, If there is additional cost, it should be mutually discussed. In any event, Bidder cannot be responsible in case Bank procures materials from any third party.</p>	No Change in RFP Clause
35	28	6.25	Exit Option & Contract Re-negotiation	f. Deduction on account of liquidated damages exceeds 10% of the total contract price.	We suggest deletion of the clause as we cannot agree for deductions due to liquidated damages.	No Change in RFP Clause
36	28	6.25.2	Exit Option & Contract Re-negotiation	2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.	The damages should be defined.	No Change in RFP Clause
37	28	6.25.4	Exit Option & Contract Re-negotiation	4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.	<p>We propose to make the below changes in red font in the clause:</p> <p>4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site <b>as per the document/SLA/Agreement. The Bank shall pay the fees for the services performed during this period.</b></p>	No Change in RFP Clause
38	29	6.26	Termination	1 The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason.	<p>We suggest we cannot agree for convenience termination, as there are equal amount of cost incurred by the Bidder in investing for the material, and the Bidder shall be entitled to recover from the Bank the cost incurred by the Bidder due to such earlier termination.</p> <p>We suggest to add below clause</p> <p>The Bank shall pay the fees for the services performed until the end date of the agreement. The Bidder shall be provided with an opportunity by way of 30 days written notice to remedy breach before cancellation. In case of cancellation by whatever reasons, Bidder should be entitled for non-cancellable costs i.e. the cost already incurred by the Bidder for the project. Also, If there is additional cost, it should be mutually discussed. In any event, Bidder cannot be responsible in case Bank procures materials from any third party.</p>	No Change in RFP Clause
39	32	6.33	Indemnity	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	<p>We suggest that our indemnification needs to be restricted to only proven default and direct loss.</p> <p>Further we suggest to add below wordings:</p> <p>The indemnity provisions shall be subject to adherence of reconciliation process and limit on liability.</p> <p>The Bank shall, while making any indemnity claim, shall provide a detailed notice of such claim together with relevant supporting documents. The Service Provider shall not be responsible under indemnity provisions in this Agreement to the extent that loss is attributable to the negligence and/or breach of this Agreement or breach of applicable Laws by the Bank or its employees or for any services that is availed by Bank outside the scope of this Agreement</p>	No Change in RFP Clause
40	33	6.34	Force Majeure	"Neither Party" will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, epidemic, pandemic, flood, fire, explosion, war, and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party. Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure. If the event of force majeure continues for a period of more than Fifteen (15) consecutive days, then Bank may have the option to terminate the Agreement upon written notice of such termination to the other party."	Bidder should also have the right to terminate in case of force majeure.	No Change in RFP Clause

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41	34	6.38	Limitation of Liability		<p>We suggest to add below wording to this clause</p> <p>The Bank before imposing any penalty shall provide a details of the claim along with a detailed notice of such claim together with relevant supporting documents. Further, Bidder should be entitled for a cure period before such penalties are levied. Further, before imposing any penalty the Bank shall provide an advance notice of 15 days to rectify the defect / default, and the penalty shall be imposed only on failure to rectify the default.</p> <p>In no event shall the Service Provider be liable for any indirect, incidental, consequential or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to this Agreement and/or its subject matter, whether such liability is asserted on the basis of contract, tort or otherwise even if such party has been advised of the possibility of such damages.</p>	No Change in RFP Clause
42	38	6.41	6.41. Delays in Design, Implementation and Performance Guarantee.	<p>6.41. Delays in Design, Implementation and Performance Guarantee.</p> <p>The final short listed bidder should submit a performance guarantee valid for contract period from the date of signing the contract with additional claim period of 12 months after expiry of validity period.</p> <p>The Bidder must strictly adhere to the project timeline schedule, for each assignment for performance of the obligations arising out of the contract and any delay will enable the Bank to resort to any or all of the following at sole discretion of the Bank.</p> <p>a. Claiming Liquidated Damages b. Termination of the agreement fully or partly In addition to the termination of the agreement, Bank reserves the right to appropriate the damages by invoking the performance guarantee.</p>	<p>We suggest to delete as we cannot agree for liquidated damages. Hence we suggest deletion of this line.</p> <p>The final short listed bidder should submit a performance guarantee valid for contract period from the date of signing the contract with additional claim period of 12 months after expiry of validity period.</p> <p>The Bidder must strictly adhere to the project timeline schedule, for each assignment for performance of the obligations arising out of the contract and any delay, <b>the Bidder will provide a standby arrangements. Failure to install the systems or attending the faults within a specified time except in cases where the delay is beyond the control of the Bidder will enable the Bank to resort to any or all of the following by mutually agreed by Parties: at sole discretion of the Bank.</b></p> <p><b>a. Claiming Liquidated Damages-</b> b. Termination of the agreement fully or partly <b>provided the Bank shall give the Bidder an advance notice of 30 days to rectify the default and failure to do so the Bank shall be entitled to terminate the agreement</b></p> <p>In addition to the termination of the agreement, Bank reserves the right to appropriate the damages by invoking the performance guarantee.</p>	No Change in RFP Clause
43	41	6.51	Escrow Arrangement:(if applicable)		Sharing of source code is not acceptable to us.	Not applicable for this RFP
44	41	6.52.	Source Code Audit (if applicable)	<p>The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. The Bank shall also have the right to conduct source code audit by third party auditor.</p> <p>b) The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.</p> <p>c) In case the Bidder is coming with software which is of its proprietary software, then the Bidder must submit evidence in the form of agreement it has entered into with the software Bidder which includes support from the software Bidder for the proposed software for the full period required by the Bank.</p>	We cannot agree for this clause related to source code sharing. Hence the same needs to be deleted.	Not applicable for this RFP
45	44	6.58.	Order Cancellation	<p>Bank reserves its right to cancel the order without assigning any reasons, in the event of one or more of the following situations:</p> <p>a) Non-satisfactory performance of Hardware /solution.</p> <p>b) Delay in delivery beyond the specified period for delivery.</p> <p>c) Delay in installation beyond the specified period for installation from the date of purchase order.</p> <p>d) Serious discrepancy in solution noticed during the pre/post installation.</p> <p>In addition to the cancellation of purchase order, Bank reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the bidder or foreclose the Bank Guarantee given in lieu of EMD and/or foreclose the Bank guarantee given by the supplier against the advance payment.</p>	<p>We suggest that before cancellation of the order, Bank needs to give us equal opportunity to default on our side. Hence we suggest to add below wordings:</p> <p>The Bidder shall be provided with an opportunity by way of 30 days written notice to remedy breach before cancellation. In case of cancellation by whatever reasons, Bidder should be entitled for non-cancellable costs i.e. the cost already incurred by the Bidder for the project. Also, If there is additional cost, it should be mutually discussed. In any event, Bidder cannot be responsible in case Bank procures materials from any third party</p>	No Change in RFP Clause
46	50		ANNEXURE 4: NON DISCLOSURE AGREEMENT	<p>Damages: The provisions of this Agreement are necessary for the protection of confidentiality of data and the business goodwill of the Bank and are considered by the parties to be reasonable for such purposes. Receiving Party agrees that any breach of this Agreement will cause substantial and irreparable damages to the Disclosing Party. In the event of such breach, in addition to other remedies, the disclosing party has a right to receive entire loss and damages on account of such disclosure. Further, the Receiving Party agrees to indemnify the Disclosing Party against loss suffered, directly or indirectly, due to breach of contract and undertakes to indemnify for the same</p>	We suggest the indemnification cannot be agreed in a NDA, hence the portion related to NDA needs to be deleted.	No Change in RFP Clause
47	102	52)	Insurance (wherever cash management is managed by the bidder)	<p>The Vendor and/or his equipment suppliers/agents/partners should have adequate number of engineers and trained personnel to ensure quick resolutions and minimum downtime.</p> <p>a) The Vendor should ensure that the cash of the Bank handled by them in the vault/in transit/ CRM is adequately insured with the bank as beneficiary. (If cash management service is provided by Vendor)</p> <p>b) Insurance coverage should be equivalent to the actual value of cash being handled at each Vault location and / or in Transit and / or in CRM.</p> <p>c) Vendor should submit a copy of Cash insurance cover to the Bank.</p> <p>d) In case of any cash Loss, the Vendor should reimburse the loss amount to the Bank immediately, without waiting for settlement of Insurance claim.</p> <p>In the event if any of the Cash recycler machine got damaged or to be repaired or parts to be replaced by any act not attributable to vendor then vendor will replace those parts and if bank claims any insurance for the same then the cost of the replaced parts to be reimbursed to the vendor</p>	We cannot agree for insurance to insurance of Cash of the Bank. This point needs to be deleted. Further in case of Cash loss we cannot agree for reimbursement of the entire cash loss, without waiting for settlement of insurance claims.	No Change in RFP Clause

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48	106	7.31. ANNEXURE E:	PAYMENT TERMS	The Bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the Bidders 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 bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the professional fees quoted by the bidder in the price bid against such activity / item.	We cannot agree for with holding of payments.	No Change in RFP Clause
49	106	7.31. ANNEXURE E:	PAYMENT TERMS	l. Penalties / liquidated damages, if any, shall be deducted from the invoice value/ Contract value.	Further we cannot agree for deduction of penalty / damages from the amount payable to us. Rather the Bank can raised separate devit note / credit note which will be paid by us separately.	No Change in RFP Clause
50	106	7.31. ANNEXURE E:	PAYMENT TERMS	k. Notwithstanding anything contained in this RFP/ the Contract or in any other document(s) under no circumstances Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract. <input type="checkbox"/> Bank shall not have any liability whatsoever in case of any third party claims, demands, suit,	We suggest that even Bidder cannot be responsible for indirect and consequential loss, and accordingly we suggest to add below clause: In no event shall the Service Provider be liable for any indirect, incidental, consequential or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to this Agreement and/or its subject matter, whether such liability is asserted on the basis of contract, tort or otherwise even if such party has been advised of the possibility of such damages.	No Change in RFP Clause
51	107	7.31. ANNEXURE E:	PAYMENT TERMS	<input type="checkbox"/> Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful. <input type="checkbox"/> Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the Bank at its sole discretion adjudge. <input type="checkbox"/> Successful Bidder shall permit Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.	We suggest deletion of these clause as the same are not acceptable to us. we cannot agree for deduction of penalty / damages from the amount payable to us. Rather the Bank can raised separate devit note / credit note which will be paid by us separately	No Change in RFP Clause
52	107	7.31. ANNEXURE E:	PAYMENT TERMS		We intend to add below clauses to the Annexure : 1) The Bank shall return any incorrect invoice to the Service Provider within (three)3 working days of receipt of invoice, After such three (3) working days of receipt of the invoice, the invoice shall be considered correct/proper and Bank shall be obliged to make payments accordingly. Should Bank dispute in good faith all or any portion of the amount due or require any adjustment to the fees, Bank may withhold payment of the disputed amount but shall notify the Service Provider in writing of the nature and basis of the dispute within (three) 3 working days from the date of receipt of the invoice and the accepted amount shall be settled through debit note/credit note. Each party shall use its commercially reasonable and good faith efforts to resolve the dispute prior to the payment due date. 2) In case of any delay for payment of the billed amount more than stipulated period, the interest @ 18% per annum will be levied on the outstanding amount and if the payment are still not processed for further period on 2 months the Service Provider shall also be entitled to suspend Services and such suspension shall not be termed as breach of the Agreement by the Service Provider and could not be held responsible or penalized for Service lapses	No Change in RFP Clause
53	109	7.33. ANNEXURE G	SERVICE LEVEL REQUIREMENTS	Entire Annexure	We suggest this point needs to be deleted as we cannot agree for liquidated damages. We request Bank that bank should either levy penalty or liquidated damages we cannot agree for both. The reason for penalty/LD should be solely attributable to the Bidder and not otherwise. The Bank before imposing any penalty shall provide a details of the claim along with a detailed notice of such claim together with relevant supporting documents. Further, Bidder should be entitled for a cure period before such penalties are levied. Further, before imposing any penalty the Bank shall provide an advance notice of 15 days to rectify the defect / default, and the penalty shall be imposed only on failure to rectify the default. Our liability in relation to the aforesaid services will be limited to the scope of services provided by us. We will assume no liability for any loss (either direct or indirect) that may be caused to you, due to factors that are beyond our reasonable control. While we take all efforts to ensure that there are no downtimes, please note that our services are provided on a best effort basis, and you may experience downtimes due to technical factors beyond our control. We will not be responsible for any unfortunate incident that is beyond our scope of service and control, during downtime.	No Change in RFP Clause
54	111	1.5	Annexure-H	On-board 2x 10/100/1000 Mbps Speed LAN Card (IPV 6 Compliance). DVD Writer (optional)	Requesting bank to change the On board LAN to 1 X 10/100/1000 Mbps as only one LAN port is used in machine. In case if bank require additional LAN port in future, same can be achieved through PCI extension slots.	No Change in RFP Clause
55	112	3.7	Annexure-H	Contactless Card integration capability	Requesting bank to clarify whether the NFC hardware to be present in machine from day one or bank looks only integration capability and bank will upgrade NFC hardware on mutually agreed cost.	The Machine should have capability for contactless integration. However, in case of additional Hardware requirement the same shall be at mutually agreed cost.
56	113	5.7	Annexure-H	Reject Bin with capability to hold Reject/Retracted notes.	Requesting bank to remove this clause as rejected/ retracted notes are stored in Universal acceptance bin. Cash Recycler will have 4 Recycling cassette + 1 Universal acceptance cassette + 1 Counterfeit bin	Clause amended as: Reject Bin with capability to hold Reject/Retracted notes as stored in Universal acceptance cassette/Reject Bin + 1 Counterfeit bin

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57	116	12.6	Annexure-H	A reject BIN with a minimum of 600 notes with a full size cassette for non-dispensing notes also acceptable to Bank as overall capacity.	Requesting bank to remove this clause as rejected/retracted notes are stored in Universal acceptance bin. Cash Recycler will have 4 Recycling cassette + 1 Universal acceptance cassette + 1 Counterfeit bin	Clause amended as: A reject BIN/Universal Bin with a minimum of 600 notes with a full size cassette for non-dispensing notes also acceptable to Bank as overall capacity.
58	16	3.20.	Earnest Money Deposit	Bidders are required to submit the EMD	As per GEM Guidelines, if company turnover is more than Rs 500 or then EMD is exempted. Request Bank to Exempt EMD as per GEM Guidelines	If company turnover is more than Rs 500 or then EMD is exempted as per GEM Guidelines
59	19	3.31	Service Continuity	The period of contract for the project is 7 years. After the completion of initial period of 07 (Seven) years, the contract may be extended/renewed for such further period as would be decided by the Bank.	Extension should be mutual	No change in RFP Clause
60	19	3.3	Order Splitting	Bank reserves the right for reallocating and interchangeability in splitting the orders among successful bidders based on availability of Cash Recycler stock with a particular supplier	Please clarify, Is Bank referring to change in order allotment from 60:40 ratio?	Subject to availability of Stocks
61	27	6.20.	Subcontracting	The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Bank.	Taking consent from Bank for all the third party services under Manage Service scope may delay the resolution timeline. Request Bank to remove this clause	No Change in RFP Clause
62	29	6.26 (1)	Termination	The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason.	This should be 180 days	No Change in RFP Clause
63	29	6.26	Termination (1)	The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason	As stated above, huge investment are done by the vendor for Manage Service scope. Termination for convenience shall have huge cost impact to the Bidder. Request Bank to modify/exclude this clause	No change in RFP Clause
64	30	6.28	IPR	All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein. Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material. Residuals. The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank.	Not acceptable, IPR shall remain the sole property of the Bidder	Clause will be applicable for Bank only for specific customization.
65	84	7.27	Optional Items	Spare Parts Cost	We would have more spare parts in the machine, should we include the spare part also & submit the pricing. Request Bank to clarify. If yes then please modify commercial bid format	No Change in RFP Clause
66	90	7.29	ANNEXURE C: DETAILED SCOPE OF WORK (10)	The Vendor should perform the various activities at the instance of Bank like IP changing activities, changes in cassette configurations, Screens etc. without any extra cost to Bank during contract period.	Request Bank to fix the field visit charges for all the required activities. Trust the screens will be provided by the Bank, please confirm	No Change in RFP Clause
67	93	7.29.	ANNEXURE C: DETAILED SCOPE OF WORK (28)	The Bidder is required to provide One onsite Facility Maintenance Services (FMS) Resource throughout the contract period at Pune. The cost for the same should be factored in the Bill of Materials.	FMS will be required for entire 7 years period, please confirm	For entire project duration
68	94	7.29.	40) Functional Requirements (ii)	The Cash Recycler will support functionality of inter-operable Cardless cash withdrawal (ICCW) using UPI (unified Payment Interface) platform.	Machine shall support ICCW solution, however the development/implementation cost can be mutually agreed.	Bidder understanding is correct
69	96	42) AMC & Second Line Maintenance of equipment's at Cash Recycler sites (SLM) during the period of contract:	vi	The Vendor has to provide Cash Recycler camera image, dome camera image and cash accepting/dispensing camera image free of cost, whenever Bank requires the same. The storage at Cash Recycler should be holding the images at least for a period of 6 months.	Request bank to clarify on dome camera requirement	RFP Clause is self explanatory
70	96	42) AMC & Second Line Maintenance of equipment's at Cash Recycler sites (SLM) during the period of contract:	ii	No extra charges shall be paid by the Bank during the tenure of contract for any maintenance activity. Repairs, replacement of all spares of Cash Recycler, Connectivity equipment, electrical, consumables Spare part etc., whatsoever.	Request bank to clarify on the scope for connectivity, electrical and consumables	No extra charges shall be paid by the Bank during the tenure of contract for any repair/replacement undertaken in the machine as a part of maintenance activity (Connectivity equipment i.e. lan port , electrical & electronics spare parts, consumables Spare part etc.)
71	96	7.29	42) AMC & Second Line Maintenance of equipment's at Cash Recycler sites (SLM) during the period of contract: (i)	No extra charges shall be paid by the Bank during the tenure of contract for any maintenance activity. Repairs, replacement of all spares of Cash Recycler, Connectivity equipment, electrical, consumables Spare part etc., whatsoever.	Request to amend the clause as bidder to replace the parts which has been faulty due to normal usage i.e. wear & tear. Any parts getting damage for the reason not attributable to vendor should be borne by the Bank. Further, consumables i.e. rolls, escrow tapes, cassettes are not part of Warranty/ AMC	No extra charges shall be paid by the Bank during the tenure of contract for any repair/replacement undertaken in the machine as a part of maintenance activity (Connectivity equipment i.e. lan port , electrical & electronics spare parts, consumables Spare part etc.)
72	99	45) Consumables and Stationery.	i	Supply and replenishment of consumables (i.e. JP Paper, RP Paper, JP Ribbon, etc) without any quantitative limit and as per the specifications of the Bank as per the regulatory guidelines without any extra cost to Bank in future. (Journal printer may not be supplied by the Vendor with the Recycler machine. However, in case of statutory guidelines by regulatory authorities same has to be supplied/installed in the machine without any extra cost to Bank.)	There's no separate line item for consumables in TCO sheet. Please clarify the scope.	To be factored within the TCO
73	101	51	Site Maintenance and House Keeping services (Optional for off-site location)	The Vendor shall ensure maintenance of all the ATM sites under the proposed contract. The site should be stain free, dust free and the Vendor shall ensure the proper ambience of the site. Vendor should undertake the following site maintenance activities	Bank expects Site Maintenance and Housekeeping for Offsite locations but in Commercial format bank has not asked commercials for Housekeeping. Request Bank to add line item for housekeeping or Trust the commercial for this activity shall be discuss & agreed later with the successfully bidder, please confirm	Please refer corrigendum: Revised Annexure A- Commercial Bid Format
74	102	52	Insurance (wherever cash management is managed by the bidder)	The Vendor and/or his equipment suppliers/agents/partners should have adequate number of engineers and trained personnel to ensure quick resolutions and minimum downtime.	Bank expects Insurance for Cash Management but in Commercial format bank has not asked commercials for Insurance for Cash Management. Request Bank to add line item for Insurance for Cash Management or If Bank doesn't claim any insurance or insurance claim is reject or lesser amount is paid, then who will bear the cost under this circumstance, Please clarify this also	To be factored within the TCO

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75	106	7.31	ANNEXURE E: PAYMENT TERMS - c	The balance 1% will be paid after 1 year of successful installation & commissioning	Request Bank to exclude this clause & make payment of 100% on installation, as Bidder is submitting PBG for performance of the machines. So no point of holding 1% of invoice value	No Change in RFP Clause
76	109	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	Penalty for downtime	1. Penalty for downtime The Bidder shall maintain 98% overall uptime for each Cash Recycler on monthly basis. For each percentage downtime below 98%, a penalty equivalent to twice the percentage of downtime will be deducted out of total monthly bill amount on per Cash Recycler basis. Further, in addition to the above, deduction will be made from the total monthly charges on pro rata basis for those Cash Recyclers which are down for more than 24 hours (i.e. in Nov month, the Cash Recycler is down for 2 days, the payment for 28/30=93.3%, the applicable penalty will be calculated as under: -Applicable downtime percentage = (Prescribed Uptime (98%)-actual uptime for the month (93.33%))=4.66% Penalty = 2* Applicable downtime percentage (2*4.66=9.32% of total Nov Month bill amount of that particular recycler The payment of 28 days will be made on pro rata basis by deducting applicable penalty as mentioned above	Request Bank to reduce the uptime requirement of 98% to 95%. This is a more practical number.	No Change in RFP Clause
77	111	7.34	ANNEXURE H: TECHNICAL & FUNCTIONAL SPECIFICATIONS REQUIREMENTS	The Cash Recyclers proposed for deployment under this RFP shall comply with RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines. If any new guidelines are issued by these organizations, the bidder shall arrange for its compliance / up-gradation and bear the cost for the same during the warranty period i.e. 3 years (Three years) after 3 years i.e. during AMC it will be done on mutually agreed terms. This clause is also applicable for hardware and OS of recyclers, TSS, etc. offered under this RFP.	The Cash Recyclers proposed for deployment under this RFP shall comply with RBI, IBA, EMV, NPCI/NFS, UIDAI guidelines as on date of Machine installation. Any new guidelines implementation to be done at mutually agreed cost	No Change in RFP Clause
78	115	7.34	7.13	If camera is masked or wire is cut then machine should give alarm.	Machine will go out of service & message/alert will sent to switch. Requets bank to modify this clause accordingly	Clause amended as:  If camera is masked or wire is cut then machine should give alarm or go out of service & message/ alert will sent to switch
79	117	7.34	14. Others (14.1)	Bidder to integrate – where feasible – the alarm sensors of the Cash Recycler to the branch siren/hooter without any additional cost to Bank.	Machine will be provide with alarm sensor, however getting the same integrated with the branch hooter shall be under Banks scope	Bidder understanding is correct
80	19-20	3.32.	Exchange Rate Variation (ERV) (if applicable)	Exchange rate variation clause may be applicable for repeat order only. Prices accepted by Bank shall be increased or decreased in repeat order if the ERV is more than 5%. (The % will be calculated from date of submission of commercial offer and repeat order proposal). The price increase or decrease will be proportionate to difference more than 5%. i.e. if dollar variation is +/- 7% than prices may increase/decrease by 2%.	Request Bank to include CPI Index clause for Managed Services (MS) and AMC amount. Most of the Banks are including CPI index clause in RFP's.	No Change in RFP Clause
81	26-27	6.19.	Assignment	The scope of work / services mentioned in the RFP or the Bidder shall not assign subsequent agreement fully or in part to any third party without the prior written consent of Bank	Taking consent from Bank for all the third party services under Manage Service scope may delay the resolution timeline. Request Bank to remove this clause	No change in RFP Clause
82	26-27	6.19.	Assignment	Bank may at time in completely or in part, assign or transfer any of its rights benefits and obligations under this agreement to any third party without consent of Bidder.	Vendor shall make huge investment for providing the Manage Services, taking out partial or full scope of work shall have major investment impact to the Vendor	No change in RFP Clause
83	105	ANNEXURE D	ELIGIBILITY EVALUATION COMPLIANCE	Either the bidder/SI on behalf of the OEM or OEM itself can bid but both should not bid simultaneously	Request Bank to allow both bidder/SI on behalf of the OEM & OEM itself to bid simultaneously.	No Change in RFP Clause
84	26	6.17	Change Management	All the IT components proposed under the RFP in the scope of RFP (such as- application software, middleware etc.) should be periodically patched for all types of patches, such as - security patches, system patches etc. without any additional cost to the Bank. Emergency patches should also be applied immediately as per regulatory and other agencies directions etc.	Request Bank to have mutually agreed rate for Path management activity	No change in RFP Clause
85	26	6.17	Change Management	If any software provided by bidder becomes End of support/ End of life during the warranty/ AMC/ ATS period, the same will be replaced by the next version of software without any cost to the Bank.	Request Bank to have mutually agreed rate for O/S upgrade activity	No Change in RFP Clause
86	109	Annexure G ; point 1	Penalty for downtime	The Bidder shall maintain 98% overall uptime for each Cash Recycler on monthly basis	Uptime should be calculated post exclusions for dependencies not pertaining to the bidder. Exclusions should be mentioned in the clause.	No Change in RFP Clause
87	110	Annexure G; Point iv	Penalty under EJ Pulling services and EJ Reconciliation	Vendor has to ensure that the success rate of EJ pulling is at least 98% on T+1 basis and 100% on T+3 basis. In case of non-submission of 100% EJ on T+3 basis, Bank will charge a penalty of Rs.1000/- per day per Cash Recycler	Request Bank to revise penalty to Rs 100 per day per cash recycler	No Change in RFP Clause
88	13	3.9.3	Commercial Evaluation:	Please note that, failure or refusal to offer the services/goods at the price committed through Reverse Auction shall result in forfeiture of the Bid Security Deposit to Bank. This is not withstanding Bank's right to take any other action deemed fit, including claiming damages. 'Black Listing' the bidder from participating in future Tenders that would be floated by the Bank for a period found fit by the Bank, and also using the associates like IBA. The complete escalation matrix starting from the lowest till the highest level of hierarchy of the bidder has to be submitted.	Any appropriation of EMD/ Guarantee for performance should proceed only upon notice and consent of the Bidder. Bank cannot exercise its rights unilaterally and without affording adequate opportunity for the Bidder to cure the issue.	No Change in RFP Clause
89	14	3.16	Fixed Price	The Commercial bid shall be on a fixed price basis, inclusive of all taxes and levies at the site as mentioned above, except GST. No price variation relating to increases in customs duty, excise tax, dollar price variation etc., will be permitted.	Bidder does not have control over the rates of customs & excise duty and the same to be exempted. Validity of the bid will be on Fixed basis subject to six months as per RFP.	No Change in RFP Clause
90	17	3.21	RFP - Commercial	The Bank shall also have the right to cancel any of the items which have been mentioned in the Bills of Materials- Annexure A.	Bank should give adequate time line and opportunity for the Bidder/ Selected bidder before effecting such cancellation.	No change in RFP Clause
91	17	3.21	RFP - Commercial	Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.	Any additional service not covered under the scope of service will need to be priced based on mutual agreement and cannot be said to be serviceable at no additional cost.	No change in RFP Clause

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92	17 & 28	3.20 & 6.24	RFP - EMD & Cancellation of Contract and Compensation	<p>After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.</p> <p>After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled</p>	Bank should afford an opportunity if there is any discrepancy in service by way of cure period. There can be difficulties in execution and cost constraints or any other teething issues which could prevent such delivery. Bank should be considerate to discuss to the selected bidder and try to resolve the matter instead of taking unilateral decision to call of contract.	No change in RFP Clause
93	17 & 28	3.20 & 6.24	RFP - EMD & Cancellation of Contract and Compensation	<p>The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.</p> <p>The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.</p>	This should be subject to notice and mutual discussion and consent of the selected bidder.	No change in RFP Clause
94	23	6.3.5	RFP- Price bids	Terms of payment as indicated in the Purchase Contract which will be issued by the Bank on the selected Bidder will be final and binding on the Bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the Bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the successful bidder". Bidder should ensure that the project should not suffer in terms of cost or time escalation for any reason.	We emphasize that in the event of any delay in payment the standard interest rate penalty clause in the invoice will apply and the same will supersede the bid contract.	No change in RFP Clause
95	23	6.4	RFP-Visitorial Rights	Bank reserves the right to visit any of the bidder's premises or manufacturing facility without prior notice	We request the Bank to modify the clause including reasonable notice before such visit.	No Change in RFP Clause
96	25	6.8	RFP-Compliance with All Applicable Laws	loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.	We request the Bank to exclude claims for losses arising out from customers and regulatory authorities which are indirect / consequential in nature.	No Change in RFP Clause
97	26	6.19	RFP-Assignment	The scope of work / services mentioned in the RFP or the Bidder shall not assign subsequent agreement fully or in part to any third party without the prior written consent of Bank.	FSS will be utilizing services from others vendors as part of service and hence this should be treated as subject to the same.	No change in RFP Clause
98	27	6.19	RFP-Assignment	Bank may at any time in completely or in part, assign or transfer any of its rights benefits and obligations under this agreement to any third party without consent of Bidder	considering FSS investments and obligation in the project Bank can assign the right and obligations subject to taking prior consent from FSS.	No Change in RFP Clause
99	27	6.2	RFP -Sub contracting	The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Bank.	FSS will be utilizing services from others vendors as part of service and hence this should be treated as subject to the same.	No Change in RFP Clause
100	27	6.22	RFP- Protection of Reputation	The bidders may please note that for Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank reserves a right to impose penalty for the reputational loss on account of business disruption if the successful bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. Bank reserves the right to assess the amount of penalty in the manner as it deems fit and the said amount can be deducted from the amount payable to the successful bidder against its services.	The penalties should be subject to actual and direct breach of the agreed deliverables. Indirect and consequential losses including reputation loss are legally not binding on contracting parties.	No Change in RFP Clause
101	28	6.25	RFP-Exit Option & Contract Re-negotiation	The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in this RFP and the deviations are above the defined threshold limits	The selected bidder should be given an opportunity to rectify the issue or comply by offering a cure period notice.	No Change in RFP Clause
102	28	6.25	RFP-Exit Option & Contract Re-negotiation	Delay in delivery / installation / commissioning of machine and services required under RFP beyond the specified period for the same as mentioned in the order.	The selected bidder should be given an opportunity to rectify the issue or comply by offering a cure period notice.	No Change in RFP Clause
103	28	6.25	RFP-Exit Option & Contract Re-negotiation	In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder.	Due notice to the selected bidder be considered for inclusion	No Change in RFP Clause
104	28	6.25	RFP-Exit Option & Contract Re-negotiation	Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site.	In the event of dispute or Arbitration this will be subject to the order of the Arbitrator or the court concerned. FSS should be entitled to payments for the services in the event of continuing service to the Bank.	No Change in RFP Clause
105	29	6.26	RFP-Termination	The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason	Right to termination at will should be mutual for both the parties.	No Change in RFP Clause
106	30	6.26	RFP-Termination	The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the RFP	Bank should afford an opportunity if there is any discrepancy in service by way of cure period. There can be difficulties in execution and cost constraints or any other teething issues which could prevent such delivery. Bank should be considerate to discuss to the selected bidder and try to resolve the matter instead of taking unilateral decision to call of contract.	No Change in RFP Clause
					Bank cannot unilaterally terminate the contract without compensating for losses sustained by the Selected Bidder, considering the investment proposition of the bidder in the contract and its borrowed capitals which are at stake.	
107	31	6.31	RFP-Violation of Terms	Violation of Terms	The clause should be made mutual.	No Change in RFP Clause
108	109	7.33 (Annexure C)	RFP- Liquidated Damages	If the bidder fails to complete the delivery, installation and commissioning within the said period, then liquidated damages @ 3% of the Cash Recycler Price will be charged for every week's delay subject to maximum of 10 % of the Cash Recycler Price. Thereafter, the contract may be cancelled and amount paid in excess if any, to the bidder, will be recovered with 1.25% interest per month.	Please include following sub clause "The Selected Bidder shall not be liable to any claim for damages on account of delay arising from hindrances or delays caused by Bank".	No Change in RFP Clause
109	32	6.33(iv)	RFP-Indemnity	(iv) the overall liability for (i), (ii) and (iii) of this clause shall be subject to limit agreed between the parties under clause 6.38 of the RFP	Limit on Selected bidder should be clearly specified and should not left open ended.	No change in RFP Clause



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110	32	6.33 (v) & (vi)	RFP-Indemnity	(v) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement. (vi) Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 6.36 of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment's providing facility to Bank's equipment/s at all points of time, provided however a) The Bank notifies Bidder in writing immediately on aware of such claim. b) Bidder has sole control of defence and all related settlement negotiations. c) Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and d) The Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or 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 Bidder's) rights, interest and reputation. The Successful Bidder shall indemnify the Bank and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to software bug, error, incomplete testing, misconduct, fraud, misbehaviour or violations of any laws committed by Bidder or its employees/ agents/ persons employed by third parties. Bidder shall, at their own expense, defend and indemnify the Bank against any claims due to loss of data / damage to data arising as a consequence of any negligence during implementation process	Limit on Selected bidder should be clearly specified and should not left open ended. Some of these requirements don't apply to the scope of service and hence requested to reconsider the wording.	No change in RFP Clause
111	34	6.38	RFP- Limitation of Liability	Bidder's liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.	Selected Bidder agrees to the clause only to the extent of the scope	No change in RFP Clause
112	34	6.38	RFP- Limitation of Liability	Under no circumstances Bank shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.	This same should apply mutually to both the parties	No Change in RFP Clause
113	35	6.4	RFP-Confidentiality	Confidentiality	Confidentiality Clause Should be made mutual as the information flowing from the Bidder to Bank will also need protection in term of confidentiality	No Change in RFP Clause
114	38	6.41(a)	RFP- Delays in Design, Implementation and Performance Guarantee	Claiming Liquidated Damages	Please include following sub clause 'The Selected Bidder shall not be liable to any claim for damages on account of delay arising from hindrances or delays caused by Bank'.	No Change in RFP Clause
115	38	6.41(h)	RFP- Delays in Design, Implementation and Performance Guarantee	Termination of the agreement fully or partly.	Bank should afford an opportunity if there is any discrepancy in service by way of cure period.	No Change in RFP Clause
116	39	6.45 (1)	RFP-Other Terms and Conditions	Interview the personnel being deployed on the project	Considering the service is Principal to Principal basis, employees of the Bidder cannot be subject to any interview process.	Clause deleted
117	39	6.45(2)	RFP-Other Terms and Conditions	Substitution of Project Team Members: During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise.	Considering the service is Principal to Principal basis, bidder should have the unfettered choice in implementing the services by putting its best man on the job. Bank cannot have a say in these things.	No change in RFP Clause
118	39	6.45(5)	RFP-Other Terms and Conditions	The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the bidder.	Request the Bank should intimate the bidder in advance.	No Change in RFP Clause
119	44	6.58	RFP-Order Cancellation	Bank reserves its right to cancel the order without assigning any reasons, in the event of one or more of the following situations: a) Non-satisfactory performance of Hardware /solution. b) Delay in delivery beyond the specified period for delivery. c) Delay in installation beyond the specified period for installation from the date of purchase order. d) Serious discrepancy in solution noticed during the pre/post installation. In addition to the cancellation of purchase order, Bank reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the bidder or foreclose the Bank Guarantee given in lieu of EMD and/or foreclose the Bank guarantee given by the supplier against the advance payment.	As stated earlier, this is again subject to cure period notice and for any cancellation / termination. Any appropriation of EMD/ Guarantee for performance should proceed only upon notice and consent of the Bidder.	No Change in RFP Clause
120	105	7.31	RFP-Annexure E	Payment Terms	In the event of delay in settlement of bills/invoices, and unjustified deductions towards penalties and damages which will affect the working capital of the Bidder and its ability to deliver the services as it has related commitments to its vendors and its Banks from whom it has borrowed funds to cover the investments in relation to the tender. Hence Bank is requested to maintain adherence to payment timelines or provide for interest payment for any unreasonable delay.	No Change in RFP Clause
121	93	34	7.29. ANNEXURE C: DETAILED SCOPE OF WORK	Cash Recyclers should be capable of working without air-conditioner environment also.	Minimum temperature is required in the lobby area so the machine's spares are not over heated and result to damage.	No Change in RFP Clause
122	96	ix,xi	41) ONE TIME COMBINATION LOCK (OTC) SOLUTION	Bidder will provide training to Bank custodians for Digital OTC lock operations. x. Bidder shall provide periodic MIS reports to the Bank as and when required by the Bank. xi. Bidder shall provide audit trails of locks basis specific audit requirement from bank.	Please clarify the point " Bidder will provide training to Bank custodians for Digital OTC lock operations" - is this one time or periodic activity?	No Change in RFP Clause
123	92	28	Bank reserve the rights to outsource the cash management services for Cash Recyclers which will include following areas: -	a) Removing Cash, tallying with the CBR (Cash Balancing Report) and depositing the cash with the designated branch of the Bank	Bank to confirm whether over night vaulting facility will be approved for the CRA vendor. Else request to the bank to extend support for cash counting machine to be made available in concerned deposit bank branch in non vaulting locations.	No change in RFP Clause
124	92	28	Bank reserve the rights to outsource the cash management services for Cash Recyclers which will include following areas: -	b) Cash Evacuation / Replenishment every alternate days or as a when required and it should be ensured the cash inside the recycler should be enough to work all day for customers. (applicable for cash management handled by bidders)	Bank to confirm whether specific cash holding threshold decided by the bank	To be shared with successful bidder
125	92	28	Bank reserve the rights to outsource the cash management services for Cash Recyclers which will include following areas: -	c) Cash Reconciliation/ Management on T+1 basis as given details in Point No.20 Cash Reconciliation / Management.	Request to the bank to review the TAT and modify it as T+2 since the cash processing is depends upon the volume of cash deposit and count of machines mapped under cash deposit point	no Change in RFP Clause
126	92	28	Bank reserve the rights to outsource the cash management services for Cash Recyclers which will include following areas: -	e) Any other cash related activity will be finalized with the successful Vendor.	Need clarity from the bank	no Change in RFP Clause

Sr no	Page No	Point / Section	Main Section Name	Clarification point as stated in tender document	Comment / Suggestions	Bank Response
127	92	28	Bank reserve the rights to outsource the cash management services for Cash Recyclers which will include following areas :-	f) Compliance to RBI MHA & CC swap should be implemented.	As per the approved cities by IBA and RBI and as per the notification about CC swap	Bidder understanding is correct
128	109	i. Penalty for downtime	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS - Liquidity damage/Penalty for delay in commissioning	The Bidder shall maintain 98% overall uptime for each Cash Recycler on monthly basis.	Minimum Uptime requirements need to be revised to - 97.00%	No Change in RFP Clause
129	109	i. Penalty for downtime	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS - Liquidity damage/Penalty for delay in commissioning	The Bidder shall maintain 98% overall uptime for each Cash Recycler on monthly basis. For each percentage downtime below 98%, a penalty equivalent to twice the percentage of downtime will be deducted out of total monthly bill amount on per Cash Recycler basis. Further, in addition to the above, deduction will be made from the total monthly charges on pro-rata basis for those Cash Recyclers which are down for more than 24 hours (i.e. in Nov month, the Cash Recycler is down for 2 days, the payment for 28/30=93.3%, the applicable penalty will be calculated as under: - Applicable downtime percentage = (Prescribed Uptime (98%)-actual uptime for the month (93.33%))=4.66% Penalty = 2* Applicable downtime percentage (2*4.66=9.32% of total Nov Month bill amount of that particular recycler The payment of 28 days will be made on pro-rata basis by deducting applicable penalty as mentioned above.	Already penalty is charged from the uptime point of view, so need to exclude this penalty clause	No Change in RFP Clause
130	109	ii. Penalty for Cash Out (applicable for offsite locations and machines where cash management is handled by the bidder)	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS - Liquidity damage/Penalty for delay in commissioning	Bank shall levy penalty of Rs.1000 per instance each for every cash out instances. Any penalty imposed by RBI/ other regulators for cash out instances shall also be recovered from the bidders separately.	Need to discuss & clarification required, As per RBI, if the machine is cash out for 10hours in a month then penalty is liable of Rs.10,000/-, apart from that uptime penalty is also in place. So no additional penalty need to be charged for Cash out cases	No Change in RFP Clause
131	109	iii. Penalty for non-supply of consumables/ Low quality consumables: -	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS - Liquidity damage/Penalty for delay in commissioning	Penalty of Rs.1000/- per day per Cash Recycler will be deducted towards non-supply of consumables as reported by the branches/offices. In case the Vendor supplies low-quality consumables in the Cash Recycler and if it is reported that the functioning of the Cash Recycler machine is problematic due to low-quality consumables utilized in the Cash Recycler, the bank will impose a penalty @ Rs.1000/- for each Cash Recycler per instance per day till the consumables are replaced.	Penalty need to be revised to Rs 100/- per instance	No Change in RFP Clause
132	109/110	iv. Penalty under EJ Pulling services and EJ Reconciliation:	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS - Liquidity damage/Penalty for delay in commissioning	Vendor has to ensure that the success rate of EJ pulling is at least 98% on T+1 basis and 100% on T+3 basis. In case of non-submission of 100% EJ on T+3 basis, Bank will charge a penalty of Rs.1000/- per day per Cash Recycler. Further, in case of any claims of the cardholder by the Bank in the event of non-availability of EJ and EJ reconciliation, the Bank will recover the amount from vendor claimed by the cardholder.	Penalty need to be revised to Rs 100/- per instance	No Change in RFP Clause
133	110	vi. Penalty for Housekeeping (for offsite location):	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS - Liquidity damage/Penalty for delay in commissioning	The Vendor shall ensure maintenance of all the ATM sites under the proposed contract. The site should be stain free, dust free and the vendor shall ensure the proper ambience of the site. If Vendor is unable to do so for any reason, bank will impose a penalty @ Rs.1000/- for each location per instance per day.	Penalty need to be revised to Rs 100/- per instance	No Change in RFP Clause
134	93	39/Cash Reconciliation/Management (For Location wherever cash management is entrusted to bidder):	7.29/ANNEXURE C: DETAILED SCOPE OF WORK	d) GL Reconciliation – Reconciliation of Physical Cash as per CBR (Cash Balancing Report) and GL.	Require More Clarity on GL availability and Working	Bidder has to reconcile cash and submit CBR report to bank as per TAT
135	24	6.8	Compliance with All Applicable Laws	The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of the tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder. This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities	Bidder proposes to modify this section as below:  The bidder shall undertake to observe, adhere to, abide by, and comply with 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 the tender and all other statutory obligations arising there from. Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary 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 contract	No Change in RFP Clause
136				The Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and adheres to requirements of the IT Act 2000 and Payment and Settlement Systems Act 2007 and amendments thereof as applicable. The bidder must submit a self-declaration to this effect. The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2000 / Amendment 2008 and subsequent amendment or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source. Bidder shall also ensure compliance of Data Protection guidelines as & when issued by the Govt./ regulators.	This section is not applicable for the services and hence bidder suggests deletion of this section. The IP related indemnity is covered under IP Rights section 6.28.	No Change in RFP Clause
137	26	6.14	Aadhaar Act	The Bidder must comply with Aadhaar Act 2016 and the subsequent amendments as applicable to the products/services.	This section is not applicable for the services and hence bidder suggests deletion of this section.	No Change in RFP Clause

Sr no	Page No	Point / Section	Main Section Name	Clarification point as stated in tender document	Comment / Suggestions	Bank Response
138	27	6.2	Subcontracting	The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Bank.	Bidder proposes that the section be modified as given below: The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Bank. The Bank shall not unreasonably withhold such consent.	No Change in RFP Clause
139	27	6.21	Compliance with Master Directions of RBI on outsourcing of IT Services & IT Governance	The Bidder shall undertake to observe, adhere to, abide by and comply with the Rules, Regulations and Directions issued by RBI and any other Regulatory/ Statutory body in connection with the RFP document which inter alia includes the following master directions issued by RBI: a. Outsourcing of IT services as per RBI Circular No: RBI/2023-24/102/DOS.CO.CSITG/Sec.1/31.01.015/2023-24 dated: 10.04.2023 or any subsequent guidelines /amendment issued in this regard. b. IT Governance, Risk, Controls & Assurance Practices as per RBI Circular No: RBI/2023-24/107/DoS.CO.CSTEG/SEC.7/31.01.015/2023-24 dated: 07.11.2023	This is not applicable to the services and hence bidder proposes that this section be deleted.	No Change in RFP Clause
140	27	6.22	Protection of Reputation	The bidders may please note that for Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. <b>Bank reserves a right to impose penalty for the reputational loss</b> on account of business disruption if the successful bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. Bank reserves the right to assess the amount of penalty in the manner as it deems fit and the said amount can be deducted from the amount payable to the successful bidder against its services.	Annexure G provides for the SLAs and Penalties that apply. The penalty for reputational loss is over and above and is very broad. Hence, the bidder suggests that this section be removed.	No Change in RFP Clause
141	27	6.24	Cancellation of Contract and Compensation	The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances: - The selected bidder commits a breach of any of the terms and conditions in the bid / contract. - The bidder goes into liquidation voluntarily or otherwise. - An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid. - The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory. - If deductions on account of liquidated Damages exceeds more than 10% of the total contract price. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.	1. Sections 6.24 on Cancellation of Contract and Compensation, 6.25 on Exit Option & Contract Re-negotiation and 6.26 on Termination are overlapping and hence needs to be consolidated and addressed under a single section for the purpose of clarity for the bidder. 2. There has to be a cure period of 30 days provided to the bidder to cure a breach before cancellation/ termination of contract.	No change in RFP Clause
142	28	6.25	Exit option & Contract Re-negotiation	The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions: a. Failure of the successful bidder to accept the contract and furnish the performance Guarantee within 30 days of receipt of purchase order by the Bank; b. The selected bidder commits a breach of any of the terms and conditions of the contract. c. The bidder goes into liquidation voluntarily or otherwise; d. An attachment is levied or continues to be levied for 7 days upon effects of the bid. e. The progress regarding execution of the contract by the bidder does not comply with the SLAs proposed in the RFP and the deviations are above the defined threshold limits. f. Deduction on account of liquidated damages exceeds 10% of the total contract price. g. Delay in delivery / installation / commissioning of machine and services required under RFP beyond the specified period for the same as mentioned in the order. 2. In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the bidder. 3. The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the bidder at more favorable terms in case such terms are offered in the industry at that time. 4. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the bidder should continue to provide the facilities to the Bank at the site. 5. Knowledge transfer: The Bidder shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Agreement. Bidder shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required to support the Services. Such documentation will be subject to the limitations imposed by Bidder's Intellectual Property Rights of this Agreement. 6. In addition to the cancellation of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same.	1. Sections 6.24 on Cancellation of Contract and Compensation, 6.25 on Exit Option & Contract Re-negotiation and 6.26 on Termination are overlapping and hence needs to be consolidated and addressed under a single section for the purpose of clarity for the bidder. 2. There has to be a cure period of 30 days provided to the bidder to cure a breach before cancellation/ termination of contract.  INTERNAL COMMENT – 1. Sales and Services Team to take note that apart from cancellation, the Bank has the right to appropriate damages through encashment of Bid Security/ BG given by the bidder. This is a risk. 2. Sales and Services Team to take note that as per this clause Bank also reserves the 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. 3. Sales, Services and PS team to review the Knowledge transfer requirement specified here and check if this can be complied with.	No change in RFP Clause

Sr no	Page No	Point / Section	Main Section Name	Clarification point as stated in tender document	Comment / Suggestions	Bank Response
143	29	6.26	Termination	<p>The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason.</p> <p>2 The Bank shall be entitled to terminate the agreement at any time by giving notice if:</p> <p>a. The bidder breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 15 days from the date of notice.</p> <p>b. The bidder</p> <p>i. has a winding up order made against it; or</p> <p>ii. has a receiver appointed over all or substantial assets; or</p> <p>iii. is or becomes unable to pay its debts as they become due; or</p> <p>iv. enters into any arrangement or composition with or for the benefit of its creditors; or</p> <p>v. passes a resolution for its voluntary winding up or dissolution or if it is dissolved.</p> <p>3 The bidder shall have right to terminate only in the event of winding up of the Bank.</p> <p>4 The Bank reserves the right for terminate the contract in case of serious discrepancies observed in the services as mentioned in the RFP.</p>	<p>1.Sections 6.24 on Cancellation of Contract and Compensation, 6.25 on Exit Option &amp; Contract Re-negotiation and 6.26 on Termination are overlapping and hence needs to be consolidated and addressed under a single section for the purpose of clarity for the bidder.</p> <p>2.There has to be a cure period of 30 days provided to the bidder to cure a breach before cancellation/ termination of contract.</p> <p>INTERNAL COMMENT: As per this section, the Bank has a right to terminate for convenience by 30 days notice. This will need to be approved by Sales RVP, Services RVP, Finance Head and Dealdesk. Our suggestion is to have a certain lock-in period within which such termination for convenience is not available to the Bank.</p>	No change in RFP Clause
144	30	6.27	Effects of Termination	<p>The bidder agrees that after completion of the Term or upon earlier termination of the assignment, the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in the tender document. Unless mutually agreed, the rates shall remain firm.</p> <p>2. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.</p> <p>3. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.</p> <p>4. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.</p>	<p>Bidder proposes the section to be revised as under:</p> <p>1.The bidder agrees that after completion of the Term or upon earlier termination of the assignment, the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in the tender document. Unless mutually agreed, the rates shall remain firm.</p> <p>2. The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.</p> <p>3. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.</p> <p>4. The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services</p>	No change in RFP Clause
145	32	6.32	Service Level Agreement	<p>Service Level Agreement</p> <p>1. The selected bidder should execute a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank. The selected bidder should execute the SLA within 45 days from the date of acceptance of Purchase Order/Letter of Intent.</p> <p>2. The Bidder needs to strictly adhere to Service Level requirements as per Annexure G.</p>	<p>SLA terms will undergo change based on requirement. Product and services are provided by bidder on certain terms which are necessary for business to sustain.</p> <p>Request Bank to make below modification:</p> <p>The selected bidder should execute a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and as discussed mutually by both the parties.</p>	No change in RFP Clause
146	32	6.33	Indemnity	<p>6.33. Indemnity</p> <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</p> <p>i) An act or omission of Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract</p> <p>(ii) Material breach of any of the terms of this agreement document or breach of any representation or warranty by Bidder.</p> <p>(iii) Use of the allocated site and/or facility provided by Bidder.</p> <p>(iv) The overall liability for (i), (ii) and (iii) of this clause shall be subject to limit agreed between the parties under clause 6.38 of the RFP</p> <p>(v) Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement.</p> <p>(vi) Bidder shall further indemnify the Bank against any loss or damage arising out of loss of data subject to the limit agreed between the parties under clause 6.38 of the RFP, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the solution at all points of time, provided however</p> <p>a) The Bank notifies Bidder in writing immediately on aware of such claim.</p> <p>b) Bidder has sole control of defense and all related settlement negotiations.</p> <p>c) Bank provides Bidder with the assistance, information and authority reasonably necessary to perform the above, and</p> <p>d) the Bank does not make any statement or comments or representations about the claim without prior written consent of Bidder, except under due process of law or 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 Bidder's) rights, interest and reputation.</p> <p>6.33. Indemnity</p> <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</p> <p>(i) An act or omission of Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract</p>	<p><b>Request the Bank to include the Bidder's Standard Indemnity Provision as given below.</b></p> <p>The Bidder ("Defending Party") will: (i) at its expense, defend the other against any Third Party Claim; and (ii) indemnify the Bank ("Claiming Party") by paying the damages, costs, and attorneys' fees with respect to the Third Party Claim that are either awarded against the Claiming Party in a final, non-appealable court judgment, or required to be paid by the Claiming Party in a settlement of the Third Party Claim that the Defending Party has agreed to in writing. As used in this Section, a "Third Party Claim" means a suit brought against the Claiming Party by a third party to the extent the suit alleges Defending Party's Gross Negligence or Willful Misconduct resulting into damages arising from (a) personal injury or death, or damage to tangible personal property; (b) the intentional and unauthorized use or disclosure of Confidential Information caused by the Defending Party; or (c) Infringement of Intellectual Property Rights of a third party; (d) violation of laws applicable to the Defending Party.</p> <p>b) The Defending Party's obligations set forth in Section b are subject to the Claimir Party (a) providing the Defending Party prompt written notice that the Third Party Claim has been threatened or brought, whichever is sooner (the "Claim Notice"); (b) providing the Defending Party sole control of the defense and any appeal or settlement (at the Defending Party's discretion) of the Third Party Claim (collectively, "Defense or Settlement"); (c) cooperating with the Defending Party (including providing relevant documentation and information) with respect to the Defense or Settlement; and (d) complying with all court orders. If the Claiming Party's delay in providing the Claim Notice causes detriment to the Defending Party with respect to the defense or resolution of the Third Party Claim, the obligations set forth in Section b will not apply to the Third Party Claim to the extent of such detriment. Notwithstanding any other provision of this Agreement, the Defending Party is not responsible for any fees (including attorneys' fees), expenses, costs, judgments, or awards that are incurred prior to the defending party's receipt of the Claim Notice from the Claiming Party. The</p>	No Change in RFP Clause

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147	33	6.34	Force Majeure	<p>"Neither Party" will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, epidemic, pandemic, flood, fire, explosion, war, and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.</p> <p>Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.</p> <p>If the event of force majeure continues for a period of more than Fifteen (15) consecutive days, then Bank may have the option to terminate the Agreement upon written notice of such termination to the other party</p>	<p>Bidder proposes modification as given below:</p> <p>"Neither Party" will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, epidemic, pandemic, flood, fire, explosion, war, strike and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.</p> <p>Each Party agrees to give to the other a written notice immediately as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.</p> <p>If the event of force majeure continues for a period of more than Fifteen (15) consecutive days, then Bank may have the option to terminate the Agreement upon written notice of such termination to the other party."</p>	No Change in RFP Clause
148	34	6.38	Limitation of Liability	<p>Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value. Bidder's liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. 1. "Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgement or mistake of a person. 2. "Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.</p> <p>Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by bidder as part of procurement under the RFP.</p> <p>Under no circumstances Bank shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.</p> <p>It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in the RFP) against bidder.</p>	<p><b>Request the Bank to include the Bidder's Standard Limitation of Liability Provision as given below.</b></p> <p><b>"Under no circumstances shall either party, regardless of the form or nature of the action giving rise to such liability (in an action in contract, tort, product liability, strict liability, statute, law, equity or otherwise), (i) (a) be liable for any indirect, incidental, consequential, special, or punitive damages; (b) loss of profits or revenue (other than in an action by bidder to recover amounts owed); or (c) loss of reputation, goodwill, time, opportunity, data, or access to data; and (ii) cumulatively liable under the Agreement during the entire term of the Agreement for any amount greater than the total fees and charges charged by bidder during the 12 months preceding the claim under respective Order for services or the product price if the liability is related to a product supplied by the Bidder, giving rise to the claim or liability. Bidder's liability for infringement of intellectual property rights is conclusively regulated in Section 6.28. This Section will not limit a party's liability for direct damages for personal injury, including death, to the extent caused by its negligence or willful misconduct. Acceptance of information or evidence should not be an admission of liability by the Bidder. Any dispute about claim or claimed damages by the Bank will be resolved by Dispute Resolution Procedure." The Parties agree that the amount of penalty or the service credits agreed under service level agreement are genuine pre-estimated loss or damage to be suffered by the Bank due to service level failure or any deficiency. Therefore, recovery of penalty or service credits will be Bank's sole and exclusive remedy and bidder's sole liability for service level failure or any deficiency. The Bank acknowledges that bidder shall have no liability whatsoever for any claim, loss or damage under the Agreement, to the extent that bidder has acted in accordance with the terms and conditions of this Agreement or as per the instructions or requirements of the Bank, its employees or representatives from time to time. Bidder will not be responsible for reasons attributable to, the Bank or any third party on whom bidder has no direct control in the course of fulfilling its duties.</b></p>	No Change in RFP Clause
149	39	6.45	Other Terms and conditions	<p>Bank reserves the right to:</p> <ul style="list-style-type: none"> <li>• Reject any and all responses received in response to the RFP</li> <li>• Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.</li> <li>• Extend the time for submission of all proposals.</li> <li>• Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) / others, in any form.</li> <li>• To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time</li> <li>• Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.</li> <li>• Interview the personnel being deployed on the project.</li> </ul> <p>2. Substitution of Project Team Members: During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the Bank by providing other staff of same level of qualifications and expertise. 3. Professionalism: The bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest's paramount and should observe the highest standard of ethics while executing the assignment. 5. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the bidder. 6. The Bank reserves the right to ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects. 7. Expenses: It may be noted that Bank will not pay any amount/expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee". 8. The bidder cannot change the people assigned to a particular piece of work till such work is complete unless consented in written by the Bank.</p>	<p>With respect to the audit provision under point 5, bidder recommends deletion as audit is covered under section 6.53.</p>	No Change in RFP Clause

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150	41	6.51 and 6.52	Escrow Arrangement (if applicable) and Source Code (if applicable)	6.51 The Bank and the successful bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the proposed solution supplied/ procured by the successful bidder to the Bank in order to protect its interests in an eventual situation. The Bank and the successful bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent. Costs for the Escrow will be borne by the successful bidder. As a part of the escrow arrangement, the final successful bidder is also expected to provide a detailed code documentation of the Audit software solution which has been duly reviewed by an external independent organization/ consultant of the Bank. The successful bidder shall maintain the Software libraries and ensure all future upgrades and Customizations are effected in the escrow copy maintained as a part of the escrow arrangement till the Contract Period. The Bidder shall cause the owner of Source Code to deposit fully documented Source Code for the Software provided under the Deliverables (including in any stage of completeness, repair, or Acceptance Testing) in escrow. Under such escrow agreement, the escrow agent shall be required to verify each such deposit by the owner of Source Code. The successful bidder shall verify or cause the owner of Source Code to periodically (a) verify that all such deposits are current and complete and (b) promptly provide the Bank with written certifications of such currency and completeness. The Escrow arrangement suggested by the successful bidder shall not be binding on the Bank. The Bank reserves the right to explore alternate escrow mechanisms based on the Bank's existing practices. The Bank and the successful bidder may enter into such escrow arrangement that is mutually agreed upon by the two parties. The escrow will be released and become the property of the Bank in the event that the agreement is terminated for either default or insolvency or should the successful bidder cease, or give notice of intention to cease providing maintenance or technical support service for the software as required by the agreement. 6.52 -a) The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country. The Bank shall also have the right to conduct source code audit by third party auditor. b) The Bidder shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Bidder shall also provide licensed software for all software products whether developed by it or acquired from others. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.c) In case the Bidder is coming with software which is not its proprietary software, then the Bidder must submit evidence in the form of agreement it has entered into with the software Bidder which includes support from the software Bidder for the proposed software for the full period required	Source code for the SW used to deliver the project is Bidder's confidential information and IP. Hence it is clarified that both 6.51 and 6.52 shall not apply to this RFP. The bidder suggests that this section be removed.	Not applicable for this RFP
151	42	6.53	Audit and Inspection of Codes /Record	All Bidder records with respect to any matters covered by the tender shall be made available to Bank or its designees, including RBI Inspectors / auditors at any time during normal business hours, as often as Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors or its designees would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to Bank, which would be used by Bank. The cost of the audit shall be borne by Bank. The scope of such audit would be limited to Levels being covered under the contract, and financial information would be excluded from such inspection, which shall be subject to the requirements of statutory and regulatory authorities. Bank, its representative, RBI and Government Agencies shall have all the rights to carry out the VAPT (Vulnerability Assessment and Penetration Testing) or other system Audit for the service offered under the RFP. The Bidder should comply with the various IS Audit observations raised by the Bank's Audit Team / External Auditor / Regulatory Entity etc. Bank shall conduct Pre on boarding & Post on boarding Risk Assessment of the successful bidder. Bidders are required to cooperate in providing the required support during the process of Pre on boarding & Post on boarding Risk Assessment.	<b>Request the Bank to include the Bidder's Standard audit provision as given below.</b> "Bidder will maintain proper books and records of the fees and expenses related to the services and will retain such records for a minimum period as per applicable law from the date of the corresponding invoice. Upon reasonable prior written notice by the Bank to the bidder, bidder will allow Bank's internal and external auditors ("Auditors") and bank regulatory authorities having Jurisdiction over Bank's business, reasonable access during normal business hours to inspect the accounting records and books related to this Agreement once per year (save and except bank regulatory authorities having Jurisdiction over Bank's business) unless otherwise agreed by bidder. The bidder will reasonably cooperate with Auditors and the regulatory authorities in the conduct of such examination and audit. The Bank's Auditors will hold all information disclosed by bidder and the results of any audit in confidence and at the request of bidder, will sign a non-disclosure agreement with Service Provider prior to start of the audit, and will report to the Bank only whether or not bidder is in compliance with this Agreement and, if not, in what manner and to what extent. Bidder shall not be obliged under any circumstances to provide any business sensitive information, confidential information, trade secret or its costs or margin etc. to the Bank's Auditors. The cost of audit will be borne by the Bank."	No Change in RFP Clause
152	42	6.54,6.55, 6.56 and 6.57	Guarantees, Software License, Acceptance Test and Warranty, AMC and ATS	6.57 on Warranty, AMC and ATS includes a provision: ( r) Successful bidder shall ensure necessary changes or modifications announced by RBI/NPCI/IDRBT any regulatory or any other statutory authorities within the timelines or schedule stated by respective authorities without charging any additional cost to the Bank during the contract period. No exclusions / exceptions will be permitted in complying with guidelines of RBI /NPCI /IDRBT or any regulatory / statutory authority guidelines. 6.57 (t) The successful Bidder should also guarantee that all the software supplied by the Bidder is licensed and legally obtained. Successful Bidder shall be fully responsible for any IP rights violation in connection to the supplied software. Only licensed copies of software shall be supplied and ported. Bank reserves its right to cancel the order without assigning any reasons, in the event of one or more of the following situations: a) Non-satisfactory performance of Hardware /solution. b) Delay in delivery beyond the specified period for delivery. c) Delay in installation beyond the specified period for installation from the date of purchase order. d) Serious discrepancy in solution noticed during the pre/post installation.	<b>With reference to 6.57 (r) , Bidder clarifies that - that any changes / modifications/ upgrades required for by the Bank or for regulatory compliance will be carried out at mutually agreed costs to be paid by the Bank. The section should be suitably modified. With reference to 6.57 (t) , Bidder proposes that this be deleted as IP related provisions are covered under section 6. 28.</b>	Amended clause as under:  Successful bidder shall ensure necessary changes or modifications announced by RBI/NPCI/IDRBT any regulatory or any other statutory authorities within the timelines or schedule stated by respective authorities without charging any additional cost to the Bank during the warranty period and at mutually agreed cost during AMC period.
153	44	6.58	Order Cancellation	In addition to the cancellation of purchase order, Bank reserves the right to appropriate the damages from the earnest money deposit (EMD) given by the bidder or foreclose the Bank Guarantee given in lieu of EMD and/or foreclose the Bank guarantee given by the supplier against the advance payment.	Sections 6.24 and 6.25 already covers this. Hence bidder suggests that this section 6.58 be deleted.	No Change in RFP Clause
154	44	6.59	Future additions of Hardware and Software	Bank would have the right to: a) Shift the supplied system to an alternate site of its choice b) Disconnect/connect/Substitute accessories etc. or device or any equipment/software acquired from another bidder. c) Expand the capacity/enhance the features/upgrade the hardware/software supplied from either the bidder or another bidder or developed in-house. The warranty or service contract terms would not be considered as violated if any of above takes place. Should there be a fault in the operations of the system the bidder, would not unreasonably assume that the cause lie with those components/software not acquired from them.	<b>Cost implication of such changes that the Bank may initiate should be discussed between the parties.</b>	Cost of any additional Hardware or software required for the project should be part of TCO

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155	109	7.33	Annexure G Service Level Requirements – Liquidity Damage /Penalty for delay in commissioning	Liquidity damage/Penalty for delay in commissioning If the bidder fails to complete the delivery, installation and commissioning within the said period, then liquidated damages @ 3% of the Cash Recycler Price will be charged for every week's delay subject to maximum of 10 % of the Cash Recycler Price. Thereafter, the contract may be cancelled and amount paid in excess if any, to the bidder, will be recovered with 1.25% interest per month. The Bank also has the right to invoke the performance guarantee after giving suitable opportunity and notice.	Request the bank to remove this clause	No Change in RFP Clause
156	113	7.29. ANNEXURE C: DETAILED SCOPE OF WORK	47) Switch Feed	i.Bank will provide standard online switch feed for monitoring Cash Recycler health status. The Vendor should develop web based application or any other interface for monitoring Cash Recycler at its own cost. The Vendor should also share the monitoring tool with Bank.	NCR has an in-house monitoring system that will facilitate auto incident life-cycle management based on feeds received from host/switch. As per Bank's request, an interface(portal) with view access can be provided to Bank. NCR will provide the connectivity from Bank DC/DR to NCR DC/DR, however Bank to ensure the connectivity extended up to NCR's Router, also support on the UAT for Feed testing. Also requesting Bank to provide an access to the Bank's Switch Interface (ESQ) via Internet/vpn to MSP for viewing the machine status and issue download/other commands	No Change in RFP Clause
157	125	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	i. Penalty for downtime	The Bidder shall maintain 98% overall uptime for each Cash Recycler on monthly basis. For each percentage downtime below 98%, a penalty equivalent to twice the percentage of downtime will be deducted out of total monthly bill amount on per Cash Recycler basis.	Request Bank to revise the Uptime target to 94% which is more realistic and achievable	No Change in RFP Clause
158	125	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	i. Penalty for downtime	The Bidder shall maintain 98% overall uptime for each Cash Recycler on monthly basis. For each percentage downtime below 98%, a penalty equivalent to twice the percentage of downtime will be deducted out of total monthly bill amount on per Cash Recycler basis.	Request Bank to consider exclusions of downtime factors that are non-incident to MSP. List of proposed exclusions are, <ul style="list-style-type: none"> <li>•Force majeure: flood, earthquake, natural calamities and vandalism case</li> <li>•Supervisory mode</li> <li>•In ability of bank's third party vendor to support or meet the SLA</li> <li>•Site not accessible for ATM servicing due to timing/access restrictions</li> <li>•Any downtime beyond the backup hours supported by UPS batteries.</li> <li>•Any ATM being shutdown on daily basis on evening hrs</li> <li>•Downtime due to Software/MVS &amp; Other scheduled maintenance calls</li> <li>•Any Third party component failure where replacement required,</li> <li>•Power failure</li> <li>•software loading, MVS/Solid core issues.</li> <li>•Switch activity/failure,</li> <li>•Access availability issues</li> <li>•Downtime post operating hours as per the guidelines</li> <li>•Downtime related to performance of supervisory duties, cash loading time, and preventive maintenance</li> <li>•Actual downtime due to cash out on account of delayed cash supply i.e., later than 12PM or non-supply of the cash by the Bank</li> <li>•Events of Force Majeure (Instances of force majeure, Vandalism and delays due to strikes, Bandh, Hartal, Political instability in the region (in such cases, the vendor shall inform and seek Bank's confirmation of its non-liability for penalty)</li> <li>•Core Banking solution host outages</li> <li>•Any downtime which are not attributable to NCR</li> <li>•Any other cause attributable to Bank's infrastructure</li> <li>•Faults which are not reported through online Switch Feed. Bank Switch doesn't provide feeds for monitoring to Partner. Partner will intimate such instances within a reasonable time (20 min).</li> </ul>	No Change in RFP Clause
159	125	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	i. Penalty for downtime	The Bidder shall maintain 98% overall uptime for each Cash Recycler on monthly basis. For each percentage downtime below 98%, a penalty equivalent to twice the percentage of downtime will be deducted out of total monthly bill amount on per Cash Recycler basis.	Request Bank to reconsider the penalty clause to make the business viable for the MSPs, also Bank to consider to add capping of XX% to the penalties levied on each Machine	No Change in RFP Clause
160	125	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	i.Penalty for downtime	Further, in addition to the above, deduction will be made from the total monthly charges on pro-rata basis for those ATMs which are down for more than 24 hours  (i.e. in Nov month, the ATM is down for 2 days, the payment for 28/30=93.3%, the applicable penalty will be calculated as under: -  Applicable downtime percentage = (Prescribed Uptime (98%)-actual uptime for the month (93.33%)/=4.66%  Penalty = 2* Applicable downtime percentage (2*4.66=9.32% of total Nov Month bill amount of that particular ATM  The payment of 28 days will be made on pro rata basis by deducting applicable penalty as mentioned above.	As per the mentioned clauses, there is a duplicate Penalty being levied over the same downtime window. Hence request Bank to consider excluding this clause.	No Change in RFP Clause
161	110	7.29. ANNEXURE C: DETAILED SCOPE OF WORK	44)Helpdesk & Incident Management Centralized Helpdesk with multiple communication lines as single point of contact for Cash Recycler or any other related issues.	ii. The system should drive an automatic process (fault diagnosis, fault segregation, fault ticket generation, assigning owner to the ticket, and call to action, dispatches, progress monitoring, escalation and call closure) to record any type of fault without manual intervention.	NCR has an Incident Management helpdesk to monitor the incidents and take appropriate action on the faults generated in our system (feeds sent from switch). However dispatch and follow up of incidents till resolution required manual intervention which includes queue monitoring, speaking to vendor and documenting/recording updates in the ticketing system.	RFP Clause is self explanatory
162	125	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	iii.Penalty for non-supply of consumables/ Low quality consumables	Penalty of Rs.1000/- per day per ATM will be deducted towards non-supply of consumables as reported by the branches/offices. In case the Vendor supplies low-quality consumables in the ATM and if it is reported that the functioning of the ATM machine is problematic due to low-quality consumables utilized in the ATM, the bank will impose a penalty @ Rs.1000/- for each ATM per instance per day till the consumables are replaced.	Penalty is on the higher side. Request Bank to review it and reduce the same post mutual discussion. Also request exclusion on delay in consumable delivery owing to factors not under MSP control.	No change in RFP Clause

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163	126	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	vii.Monthly Management review by Vendor:-	The vendor has to take monthly Management Review of the performance of ATMs installed and submit a summary report with detailed analysis to Bank within 7 days of succeeding month, failing which, penalty of Rs. 50,000/- (Rupees Fifty thousand only) per month will be recovered from the payments due.	Request Bank to consider working days (excluding Public Holidays). Also review schedules will be dependant on availability of officials on both sides hece the same to be considered. Penalty for this if currently non-existent in any current MS contracts hence requesting Bank to exclude the penalty clause.	No change in RFP Clause
164	104	7.29. ANNEXURE C: DETAILED SCOPE OF WORK		28)Bank reserve the rights to outsource the cash management services for Cash Recyclers which will include following areas: -	Request Bank to clarify the no. of ATMs where cash management services will be opted for better clarity	Please refer corrigendum: Revised Annexure A- Commercial Bid Format
165	113	7.29. ANNEXURE C: DETAILED SCOPE OF WORK	46)Networking for Cash Recycler Connectivity:	iii. Networking of onsite Cash Recycler to the Cash Recycler switch at Bank's DC and DR site will be provided by Bank through branch LAN/ WAN Switch & router and network of Offsite Cash Recycler through various modes like VSAT & CDMA need to be provided by vendor. Banks already have backhaul connectivity for this	Bank to clarify the no. of sites where MSP need to deploy VSAT/Other connectivity along with the vendor details who has the backhaul connectivity enabled with Bank	Please refer corrigendum: Revised Annexure A- Commercial Bid Format
166	114	7.29. ANNEXURE C: DETAILED SCOPE OF WORK	51) Site Maintenance and House Keeping services (Optional for off-site location)	51) Site Maintenance and House Keeping services (Optional for off-site location)	MSPs are expected to maintain the existing electrical equipment only which is available at the site at the time of takeover, any replacement or new equipment to be added due to any external factors, will be bourne by Bank. Bank to clarify on the same	Please refer corrigendum: Revised Annexure A- Commercial Bid Format
167	113	7.29. ANNEXURE C: DETAILED SCOPE OF WORK	47) Switch Feed	i.Bank will provide standard online switch feed for monitoring Cash Recycler health status. The Vendor should develop web based application or any other interface for monitoring Cash Recycler at its own cost. The Vendor should also share the monitoring tool with Bank.	NCR has an in-house monitoring system that will facilitate auto incident life-cycle management based on feeds received from host/switch. As per Bank's request, an interface(portal) with view access can be provided to Bank. NCR will provide the connectivity from Bank DC/DR to NCR DC/DR, however Bank to ensure the connectivity extended up to NCR's Router, also support on the UAT for Feed testing. Also requesting Bank to provide an access to the Bank's Switch Interface (ESQ) via internet/vpn to MSP for viewing the machine status and issue download/other commands	RFP Clause is self explanatory
168	125	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	i. Penalty for downtime	The Bidder shall maintain 98% overall uptime for each Cash Recycler on monthly basis. For each percentage downtime below 98%, a penalty equivalent to twice the percentage of downtime will be deducted out of total monthly bill amount on per Cash Recycler basis.	Request Bank to revise the Uptime target to 94% which is more realistic and achievable	No Change in RFP Clause
169	125	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	i. Penalty for downtime	The Bidder shall maintain 98% overall uptime for each Cash Recycler on monthly basis. For each percentage downtime below 98%, a penalty equivalent to twice the percentage of downtime will be deducted out of total monthly bill amount on per Cash Recycler basis.	Request Bank to consider exclusions of downtime factors that are non-incident to MSP. List of proposed exclusions are, •Force majeure: flood, earthquake, natural calamities and vandalism case •Supervisory mode •In ability of bank's third party vendor to support or meet the SLA •Site not accessible for ATM servicing due to timing/access restrictions •Any downtime beyond the backup hours supported by UPS batteries. •Any ATM being shutdown on daily basis on evening hrs •Downtime due to Software/MVS & Other scheduled maintenance calls •Any Third party component failure where replacement required, •Power failure •software loading, MVS/Solid core issues. •Switch activity/failure, •Access availability issues •Downtime post operating hours as per the guidelines •Downtime related to performance of supervisory duties, cash loading time, and preventive maintenance •Actual downtime due to cash out on account of delayed cash supply i.e., later than 12PM or non-supply of the cash by the Bank •Events of Force Majeure (Instances of force majeure, Vandalism and delays due to strikes, Bandh, Hartal, Political instability in the region (In such cases, the vendor shall inform and seek Bank's confirmation of its non-liability for penalty) •Core Banking solution host outages •Any downtime which are not attributable to NCR •Any other cause attributable to Bank's infrastructure •Faults which are not reported through online Switch Feed. Bank Switch doesn't provide feeds for monitoring to Partner. Partner will intimate such instances within a reasonable time (20 min).	No change in RFP Clause
170	125	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	i. Penalty for downtime	The Bidder shall maintain 98% overall uptime for each Cash Recycler on monthly basis. For each percentage downtime below 98%, a penalty equivalent to twice the percentage of downtime will be deducted out of total monthly bill amount on per Cash Recycler basis.	Request Bank to reconsider the penalty clause to make the business viable for the MSPs, also Bank to consider to add capping of XX% to the penalties levied on each Machine	No change in RFP Clause
171	110	7.29. ANNEXURE C: DETAILED SCOPE OF WORK	44)Helpdesk & Incident Management Centralized Helpdesk with multiple communication lines as single point of contact for Cash Recycler or any other related issues.	ii. The system should drive an automatic process (fault diagnosis, fault segregation, fault ticket generation, assigning owner to the ticket, and call to action, dispatches, progress monitoring, escalation and call closure) to record any type of fault without manual intervention.	NCR has an Incident Management helpdesk to monitor the incidents and take appropriate action on the faults generated in our system (feeds sent from switch). However dispatch and follow up of incidents till resolution required manual intervention which includes queue monitoring, speaking to vendor and documenting/recording updates in the ticketing system.	RFP Clause is self explanatory
172	125	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	iii.Penalty for non-supply of consumables/ Low quality consumables	Penalty of Rs.1000/- per day per ATM will be deducted towards non-supply of consumables as reported by the branches/offices. In case the Vendor supplies low-quality consumables in the ATM and if it is reported that the functioning of the ATM machine is problematic due to low-quality consumables utilized in the ATM, the bank will impose a penalty @ Rs.1000/- for each ATM per instance per day till the consumables are replaced.	Penalty is on the higher side. Request Bank to review it and reduce the same post mutual discussion. Also request exclusion on delay in consmable delivery owing to factors not under MSP control.	No change in RFP Clause
173	126	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	vii.Monthly Management review by Vendor:-	The vendor has to take monthly Management Review of the performance of ATMs installed and submit a summary report with detailed analysis to Bank within 7 days of succeeding month, failing which, penalty of Rs. 50,000/- (Rupees Fifty thousand only) per month will be recovered from the payments due.	Request Bank to consider working days (excluding Public Holidays). Also review schedules will be dependant on availability of officials on both sides hece the same to be considered. Penalty for this if currently non-existent in any current MS contracts hence requesting Bank to exclude the penalty clause.	No Change in RFP Clause
174	104	7.29. ANNEXURE C: DETAILED SCOPE OF WORK		28)Bank reserve the rights to outsource the cash management services for Cash Recyclers which will include following areas: -	Request Bank to clarify the no. of ATMs where cash management services will be opted for better clarity	Please refer corrigendum: Revised Annexure A- Commercial Bid Format



Sr no	Page No	Point / Section	Main Section Name	Clarification point as stated in tender document	Comment / Suggestions	Bank Response
175	113	7.29. ANNEXURE C: DETAILED SCOPE OF WORK	46)Networking for Cash Recycler Connectivity:	xiii. Networking of onsite Cash Recycler to the Cash Recycler switch at Bank's DC and DR site will be provided by Bank through branch LAN/ WAN Switch & router and network of Offsite Cash Recycler through various modes like VSAT & CDMA need to be provided by vendor. Banks already have backhaul connectivity for this	Bank to clarify the no. of sites where MSP need to deploy VSAT/Other connectivity along with the vendor details who has the backhaul connectivity enabled with Bank	Please refer corrigendum: Revised Annexure A- Commercial Bid Format
176	91	16	7.29. ANNEXURE C: DETAILED SCOPE OF WORK	The Cash Recycler to be supplied & installed must be new (not refurbished) with 1) Biometric function ready to use.	Fingerprint reader can be provided; FP authorization based txn system is not in use by any bank.	No Change in RFP Clause
177	91	20		Voice guidance in regional languages	VG in English and Hindi is provided as a standard as per RBI/IBA circulars on the subject. Cost for additional languages may not be necessary and hence Bank should ask for cost of additional language as a separate optional line item.	No change in RFP Clause
178	92	31		Bidder has to comply following advisory/guidelines issued by RBI/IBA/GOI with the supply of machine and new advisories issued during the contract period.	Compliance at the time of finalising the contract should be provided. If any new guidelines issued during contract period, the cost of implementation of such guidelines issued from time to time, will be at mutually agreed prices then	No Change in RFP Clause
179	111	1.4	7.34. ANNEXURE H: TECHNICAL & FUNCTIONAL SPECIFICATIONS REQUIREMENTS	USB ports in front for front access Cash Recyclers ( Minimum 5 USB with At least 2 USB port on the front side)	For security reasons, USB ports should be designed to be inside the CRM, not accessible from outside. Hence the requirement for 2 ports in front side should be dropped.	No Change in RFP Clause
180	111	1.5		On-board 2x 10/100/1000 Mbps Speed LAN Card (IPV 6 Compliance). DVD Writer (optional)	CRM with One onboard 10/100/1000 Mbps speed LAN port should be accepted as there is no need for 2nd LAN port in CRM	No Change in RFP Clause
181	111	1.6		101 Keys Keyboard (optional) and Mouse	101 keys Keyboard and mouse are not required for standard operation of CRM. It is used by Service engineers who carry their own keyboard and mouse. Hence this requirement may please be dropped	Clause deleted
182	112	1.12		Trace Features (Provide log file for all Messages received and sent by cash dispenser. Especially in networked conditions, log should provide information from where the message is received and to which the message sent on their IP addresses)	Trace Logs are enabled on need basis for troubleshooting. Due to copious data in such logs, leaving in ON in normal condition will generate lot of data leading to HDD getting filled and slowing down the system. Hence Bank should not insist on this feature being ON all the time	RFP Clause is self explanatory
183	112	1.15		CEN 3.0 or higher compliant XFS/equivalent software	XFS complying to CEN 3.20 or higher is required for MVS implementation in case of recyclers. Hence this may please be changed to read CEN 3.20 compliant XFS.  Also no 3rd party or CEN provides certificate for compliance of XFS. Hence the requirement of submitting certificate of compliance may please be dropped	No change in RFP Clause
184	116	11.4	11. Transactions to be made available at the Cash Recycler	Biometric Finger printer reader with Software (UIDAI Approved Standard). The bidder should upgrade the Biometric Finger printer reader with Software during the contract period as per UIDAI/any statutory authorities' guidelines/directions without any additional cost to the Bank.	Solution approach for FP authorization based transaction is not yet finalised by UIDAI. Only the requirements for FP reader hardware is finalised/published. Hence we request that the requirement for software and implementation at no cost to Bank may please be changed to agreement by Bidder to provide the solution at mutually agreed price based on a solution scope of work that can be finalised once the solution approach and details are finalised/published by UIDAI	No Change in RFP Clause
185	120	5.7	5. Requirements of Central Application Software or Terminal Security Solution	The Central TSS server should be able to install patches and software in the terminals remotely.	Installations of patched and other software is function of Software Distribution system and not TSS. Hence this requirement may please be dropped.	No Change in RFP Clause
186	111	7.34. ANNEXURE H: Point - 1.3	TECHNICAL & FUNCTIONAL SPECIFICATIONS REQUIREMENTS	2x 1TB SATA HDD (Minimum)	NCR Will Supply - 500GB SSD primary and secondary 1 TB SATA HDD. SSDs are lighter in weight than HDDs, use less power, and have virtually no vibration - due to no moving parts. SSDs store data electronically on 'cells', which makes data access quicker than a spinning HDD. Banks get the advantage of having less power consuming machine along with Faster Data Access Capability	Clause revised as: <b>1x 1TB SATA HDD / 500 GB SSD (Primary) + 1x 1TB SATA HDD (Secondary)</b>
187	114	Clause 5.14	5. Cash Recycler Module	Cash Recycler offered must pass Counterfeit Recognition Test for Indian currency notes with 100% accuracy in a single test. i.e. Pass awarded if 100% Percentage of genuine notes accepted in all orientations.	100% Accuracy May not be possible. Bank to consider minimum Threshold level	No Change in RFP Clause
188	111	Clause 1.7	7.34. ANNEXURE H: TECHNICAL & FUNCTIONAL SPECIFICATIONS REQUIREMENTS	Bidder is responsible to upgrade the OS of Cash Recyclers or higher version before expiry of extended support of Service Provider at no additional cost during both warranty and AMC period.	WE request the bank to include below clause. If any new guidelines are issued by these organizations, the bidder shall arrange for its compliance / up-gradation and bear the cost for the same during the warranty period i.e. 3 years (Three years) after 3 years i.e. during AMC it will be done on mutually agreed terms.	No Change in RFP Clause
189	117	Clause 14.9	14. Others	All operating system upgrades / proprietary software upgrades / patches/ licenses will be provided free of cost and also installed in all the Cash Recyclers at no cost to the Bank for the entire period of support committed. OS Hardening has to be done for the Cash Recyclers. Bidder is responsible for ensuring that system does not get affected by virus/malware.	WE request the Bank to atleast consider paying the Roll out charges since this activity cannot be done remotely. Bidder will ensure that system does not get affected by virus / malware at the time of shipment.	No Change in RFP Clause