

Responses to Pre Bid Queries

**RFP-01/2023-24(GeM/2023/B/3360981) Supply, Installation, Maintenance of 600 ATMs and providing Managed Services for 7 years
(Pre Bid Meeting 27.04.2023 at 15:00 hrs)**



Sl. No	Page #	Point / Section #	Main Section name	Clarification point as stated in tender document	Comment / Suggestions	Bank's Response
1	94	xi	Scope	xi.ATM should have four cassettes with capacity of storage of minimum 2600 notes per cassette. During the contract period vendor should reconfigure these cassettes as and when required by the Bank.	Typical Cash Dispenser Capacity is about 2300 to 2500 notes. Also in the same RFP Pg 111 point 5.7is also calls out requirement for 2500 notes Request Bank to amend this to 2300 to 2500 notes capacity instead of 2600 notes	xi.ATM should have four cassettes with capacity of storage of minimum 2500 notes per cassette . During the contract period vendor should reconfigure these cassettes as and when required by the Bank.
2	110	1.1	Annexure H	9th Generation Intel® Core™ i5 Processor or higher with minimum 3.3 GHz or above and 3 MB cache or above	Our industry standard and based on 7 years support requirement is to go with an embedded processor which comes with different speed and number of cores. Hence we recommend to go with "Intel 9th / 10th Gen processor with 3.0GHz with 4.0GHz turbo with minimum 4 cores and minimum 8MB cache"	9th Generation Intel® Core™ i5 Processor or higher with minimum 3.0 GHz or above and 3 MB cache or above
3	111	4.5	Annexure H	Touch screen with support for visually handicapped through Function Defined Keys 4 + 4 AND EPP	As stated else in the RFP FDK is optional and to be made available to visually challenge as per the IBA guidelines and also FDK is not used for VG. Hence FDK to be made as an optional for a clutter free UI	Touch screen with support for visually handicapped. FDK is optional
4	112	5.1	Annexure H	Dispense at least 8-10 notes per second.	In any standard cash dispenser we typically measure pick speed not the dispense speed. It is typically 4 to 5 notes per sec hence request Bank to amend this as "bunch dispenser with a stack speed of 4 to 5 notes"	Clause amended as under: Dispense at least 4 to 5 notes per second.
5	112	7.2	Annexure H	Solution should be able to store the images/video in a digital format for minimum 3 months at an average of 500 transactions per day.	500 transaction is 2.5 times the industry standard of 200 txns/day. Hence we request Bank to amend this as 300 txns per day	Clause amended as under: Solution should be able to store the images/video in a digital format for minimum 3 months at an average of 300 transactions per day.
6	11		Bid Security: Commercial Bid	Bidders are required to submit Bid Security/EMD in the form of DD/BG	NCR to give DD instead of BG for the same. Request Bank to confirm the same	RFP clause is self explanatory. Please refer clause no 3.23
7	91	21	Scope of work	21)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. For eg. Anti-skimming device, EMV, cassette swap, TSS, TLS, Voice Guidance Support in all major Regional Languages for the visually challenged, Cyber Security controls for Third Party ATM Switch Application Service Providers, E- surveillance, OTC locks & Grouting etc.	Bidder request details on ES BOQ & SOW	RFP clause is self explanatory.
8	29	a	29)Cash Reconciliation/Management (For Location wherever cash management is entrusted to bidder):	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.	Bidder request response timelines to extend to 04 days as multiple checks to be done with Various party before concluding a dispute case	No Change in RFP clause
9	4	ix	SCOPE OF WORK	In the event of the Bank requiring EJ of a particular transaction, vendor should provide the same within two hours in text format by email to the Branch with reconciliation report of the transactions of the particular day. In the event of non-availability of EJ centrally for whatsoever reason, the vendor should send its personnel to Branch and retrieve EJ from CASH RECYCLER hard disk and assist in reconciliation by providing transaction log, reconciliation report within one day without any additional cost to the Bank.	NCR would transfer the encrypted EJ copies only to Bank SFTP server.	Bidder understanding is correct.
10	7	33(ii)	SCOPE OF WORK	The Vendor has to ensure that the success rate of EJ pulling is at least 98% on T+1 basis and 100% on T+3 basis.	Exclusions like, ATM down, network, outages and Force majeure etc to be considered	No Change in RFP clause
11	7	33(v, b)	SCOPE OF WORK	In case of software crash, The Vendor will make arrangement to copy data on daily basis to a remote folder and provide the same as and when required. If the Cash Recycler disconnects or EJ Pulling software needs to be re-installed, the Vendor will take up the matter directly with the Bank for solution immediately but latest within 8 hours. Bank will not be responsible for the same.	Need to have the consent from field team on attending the call in 8 hours for EJ disconnected calls	No Change in RFP clause
12	7	vi	SCOPE OF WORK	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	1.Need to ensure the sufficient network band width for uploading the camera Images. 2.Image storage capcity for 6 months should be checked with concern team.	No Change in RFP clause

13	93		31) ONE TIME COMBINATION LOCK (OTC) SOLUTION	vi.The bidder will dispatch the Keys pertaining to branches / offices.	Bidder request confirmation on cost of Key which is to be supplied & also in case of damage/misplaced Key cost ownership to be agreed	RFP Clause is self explanatory
14	93		31) ONE TIME COMBINATION LOCK (OTC) SOLUTION	ix.Bidder will provide training to Bank custodians for Digital OTC lock operations.	Bidder request a clarity on training to bank custodian in life cycle of contract. During first lock activation, understanding of lock operation will be provided. After which if any physical visit for training will be chargeable to Bank.	Training to the Bank staff to be done without any cost
15	91	7.28. A	ANNEXURE C: SCOPE OF WORK Project Scope	23. Vendor should provide the patch cord of required length at the site and attend the LAN cable issues from I/O port to Cash Recycler under warranty and AMC period without any extra cost or claiming of visit charges to Bank and replace damaged patch cord in case of requirement	LAN cables related issues are managed by CRA. Also LAN cable is par of a consumable item which can get damaged due to many external factors hence requesting bank to either provide spare LAN or approve the cost for the replacement.	No Change in RFP clause
16	91	7.28. ANNEXURE C:	SCOPE OF WORK Project Scope	28. The Bidder is required to provide one onsite Facility Maintenance Services (FMS) throughout the contract period at Pune. The cost for the same should be factored in the Bill of Materials.	Need more clarity on the service scope under FMS.	Scope will include coordination for installation and support for issues highlighted by branches
17	96		34) Helpdesk & Incident Management Centralized Helpdesk with multiple communication lines as single point of contact for	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.	No Change in RFP clause
18	96		34)Helpdesk & Incident Management Centralized Helpdesk with multiple communication lines as single point of contact for Cash Recycler or any other related issues.	viii.Any customization required for monitoring the performance of ATM has to be done by the Vendor at its own cost.	Ownership of customisation internal to NCR will be NCR responsibility however any customisation which is a result of changes/factors influenced by external/third party/Bank need to be discussed mutually.	No Change in RFP clause
19	96		34) Helpdesk & Incident Management Centralized Helpdesk with multiple communication lines as single point of contact for Cash Recycler or any other related issues.	xi.The Vendor should provide monthly and daily detailed ATM transaction report on ATM performance.	Request Bank to share the list of reports with timelines that are part of daily/weekly/monthly deliverable. Also, ATM transaction report to be shared by the respective switch vendor as MSPs would not have visibility of transaction data unless shared by Switch/Bank Team	Share with successful bidder
20	98		37) Switch Feed	i. Bank will provide standard online switch feed for monitoring Cash Recycler health status. The Vendor should develop web based application or any other interface for monitoring Cash Recycler at its own cost. The Vendor should also share the monitoring tool with Bank.	Core Monitoring tool is hosted on NCR private network environment and cannot be extended to the Customer premises. We can provide a customer portal where incidents status can be viewed by the customer	No Change in RFP clause
21	99		41) Site Maintenance and House Keeping services (Optional for off-site location)	41) Site Maintenance and House Keeping services (Optional for off-site location)	Need clarity on usage of term "Optional".	Optional means it may or may not opted by the Bank

22	108		i.Penalty for downtime	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.	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"> •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). •Delay by the Bank in proving Terminal Master (TM) keys beyond 30 minutes from the partner engineer visits the site for site installation/servicing of CDs •At the time of collecting cash, the cash replenishment agency will check & accept the CD-Fit currency only and if the branch is unable to give the cash as per the indent and in CD-Fit currency, the cash out instances and resultant CD downtime will be excluded from the 	No Change in RFP clause
23	108		i.Penalty for downtime	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.	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
24	108		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%	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
25	108		ii.Penalty for Cash Out (applicable for offsite locations and machines were cash management is handled by the bidder)	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.	Bank to consider excluding factors such less/no cash issued by Bank, force majeure, etc. which are not under MSP control.	No Change in RFP clause
26	108		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
27	109		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 hence 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

28	92		7.29. ANNEXURE C: SCOPE OF WORK	18)Bank reserve the rights to outsource the cash management services for ATMs 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 Annexure-A Commercial Bill of Material for more clarity
29	93		7.29. ANNEXURE C: SCOPE OF WORK	26)Bidder/OEM has to ensure the support for bill validation technology must be available for the period of 7 years	bill validation technology may be applicable for Cash recyclers only and this RFP is for ATMs, request Bank to clarify	Clause deleted
30	99		36)Networking for ATM Connectivity:	xiii.Networking of onsite ATM to the ATM switch at Bank's DC and DR site will be provided by Bank through branch LAN/ WAN Switch & router and network of Offsite ATM 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 Annexure-A Commercial Bill of Material for more clarity
31	100		41)Site Maintenance and House Keeping services (Optional for off-site location)	41)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	Housekeeping services include only cleaning and upkeep of site
32	19		3.24 Commercial	Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same	Request bank to remove this clause and specifically mention the exact Scope of Work	No Change in RFP clause
33	23		6.4 Visit Rights	Bank reserves the right to visit any of the bidder's premises or manufacturing facility without prior notice.	Bank should give reasonable prior notice in writing and such visits shall be done in during normal working hours of Bidder without disturbing the day to day operations of the Bidder.	No Change in RFP clause
34	25	6.10	Performance Bank Guarantee	The successful bidder should furnish a Performance Bank Guarantee to the extent of 10% (or as applicable during the period of contract as per Govt guidelines) of the value of the contract within 30 days of the date of receipt of the purchase order/Indent. The Performance Bank Guarantee has to be submitted in the format as per Annexure 11. The performance guarantee would be for the entire period of the Contract plus 6 months.	Performance Bank Guarantee should be 3% of the TCO. Request bank to recheck the same.	No Change in RFP clause
35	26		6.19 Assignment	The scope of work / services mentioned in this RFP or subsequent agreement shall not be assigned either fully or in part by the Bidder to any third party without the prior written consent of Bank. Bank may at any time in whole or in part, assign or transfer any of its rights benefits and obligations under this agreement to any third party without consent of Bidder.	Such prior written consent should not be unreasonable withheld or delayed. Bank to modify the clause accordingly. Bank shall consider and give at least a prior notice / intimation to Bidder in case of assign or transfer. Bank to modify clause accordingly.	No Change in RFP clause
36	26		6.22 Protection of reputation	It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the bidder against its services. bidder undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidencemay lead to termination of contract by the Bank without any further notice	We suggest to delete the clause since the reputation loss cannot be quantified and Bank has not provided any cap or parameteres on which reputational loss can be assessed. Bank may impose any amount as reputational loss, which is not acceptable to the Bidder. for disputation of the services provisions of the penalties are there in the RFP.	No Change in RFP clause

37	28	6.26		<p>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> <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 to terminate the contract in case of serious discrepancies observed in the services as mentioned in the RFP</p>	<p>Bidder also have to right of termination in the event of non-payment by the Bank etc. We suggest to include the same in the termination rights of the Bidder.</p>	No Change in RFP clause
38	30	6.31	Violation of Terms	<p>The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.</p>	<p>This clause can be made mutual.Bank to consider and modify accordingly</p>	No Change in RFP clause
39	31	6.33	Liquidated Damages	<p>Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.</p>	<p>We suggest to delete wordings as per below, same cannot be accepted. Agreement for each Project is different:-</p> <p>"Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder."</p>	No Change in RFP clause
40	31	6.33	Liquidated Damages	<p>If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.</p>	<p>Request bank to amend the clause as "If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the failed part to deliver contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.</p>	No Change in RFP clause
41	33	6.36	Resolution of Disputes	<p>All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. In case of nonsettlement, the higher authorities of both the parties will intervene and negotiate amicably.</p> <p>However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings.</p> <p>The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion.</p> <p>Language of the Arbitration shall be in English.</p>	<p>We suggest to revise the clause as under:-</p> <p>All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. In case of nonsettlement, the higher authorities of both the parties will intervene and negotiate amicably.</p> <p>However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 30 days each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion.</p> <p>Language of the Arbitration shall be in English.</p>	No Change in RFP clause
42	39	6.46 (8)	Other Terms and Conditions	<p>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>We suggest to delete this clause as it is not practically possible. There may be circumstances where people may leave the job i.e resign etc.</p>	No Change in RFP clause

43	41	6.56	Arbitration	All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator. However, in case non-consensus on Sole Arbitrator within 15 days, each party will appoint one Arbitrator.	Repeation; containts of this clause is already covered in clause no. 36, hence, this clause to be deleted.	No Change in RFP clause
44	43	6.65	Loading of Anti-Virus Solutions	Bank has implemented an Enterprise-wide Anti-Virus Solution across all the branches. The successful bidder will cooperate with the existing bidder of the Anti-virus solution for loading of the Anti-Virus solution on the servers /desktops or hardware, if any forming part of the proposed solution.	As per our understanding Antivirs loading is not in MSPs scope. Request to confirm on this.	RFP Clause is self explanatory. If all the functionality of Antivirus is managed by Terminal Security Solution (TSS) then Anti -virus is not required.
45	85	7.26	Annexure A	GST exclusive	bank can change TCO and put separate line item for GST pricing to get the clarity	No Change in RFP clause
46	87	2	7.27. ANNEXURE A: COMMERCIAL BID FORMAT	Annual Maintenance Cost for ATM will be applicable upon completion of Three Years Warranty. (AMC for 4 years as single cost)	Please Clarify: The "Rate per unit" is per year per ATM/Year or "Rate per unit" is for 4 year per ATM?	The "Rate per unit" is Per ATM for 4 years
47	91	7.29 (2)	Project Scope	The ATMs proposed for deployment under this RFP shall comply with all the guidelines as and when issued by RBI, IBA, NPCI/NFS, UIDAI guidelines, any other authority/regulatory, GOI guidelines. In future, if RBI or any other regulatory authority issues guidelines for development / implementation of more options in regional languages, the same should be provided to the bank 'without any additional cost' under warranty period of 3 years.	Request bank to ammend the clause as "In future, if RBI or any other regulatory authority issues guidelines for development / implementation of more options in regional languages, the same should be provided to the bank 'on mutually agreed prices' under warranty period of 3 years.	No Change in RFP clause
48	91	7.29 (7)	Project Scope	The bidder shall be responsible to implement and manage TSS (Terminal Security Solution) covering various control measures as per the RBI/BA/NPCI/VISA/MASTER/PCI-DSS any other statutory authorities' guidelines including Hard Disk encryption, whitelisting, disabling USB ports, disabling auto run facility applying the latest patches of OS, other software, time based admin access, BIOS passwords etc. The TSS can work as in client server mode. The necessary hardware and manpower has to be managed by the bidder at their own cost. Bidder should comply with all the applicable guidelines issued by regulator from time to time.	Bank to kindit confirm where the solution has to be hosted? And who will bear the cost of middleware, operating system, Antivirus, firewall, etc?	TSS solution has to hosted in bidders premis and the entire cost of infrastructure has to be borne by the bidder
49	92	20	Project Scope	ATMs should have vinyl wrapping as per the Bank's branding. In case the vinyl wrap gets torn or discolored, the vendor is required to wrap it again without any additional cost to the Bank.	Request Bank to add exception like Vandalism, theft attempts where bank will have to bear the additional cost	No Change in RFP clause
50	92	7.29. ANNEXURE C	SCOPE OF WORK	Cash Dispenser must be accompanied with three cameras i.e. Cash slot Camera, one machine camera and one lobby camera.	Need clarity on Lobby footage responsibility E-Surveillance need to provide queries on footages	The footage of the lobby camera to be provided by the bidder shall be the responsibility of the bidder.
51	92	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	Required consolidated CBR report for Branch managed ATMs	Share with successful bidder

52	92	7.29. ANNEXURE C	SCOPE OF WORK	d) Cash Reconciliation/ Management on T+1 basis as given details in Point No.20 Cash Reconciliation / Management	Required clarity on Recociliation scope and If under bidders scope, then need clarity on whether the same should be performed in Bank premises or bidders Premises	Reconciliation shall be limited to EJ recon and response to the queries raised by the Bank on customer disputes.
53	92	7.29. ANNEXURE C	SCOPE OF WORK	19) BANK reserves the right to verify /evaluate the claims made by the Vendor independently. Any decision of BANK in this regard shall be final.	Required clarity on Recociliation scope and If under Hitachi scope, then need clarity on whether the same should be performed in Bank premises or Hitachi Premises	Reconciliation shall be limited to EJ recon and response to the queries raised by the Bank on customer disputes.
54	93		23 Project Scope	Vendor should provide the patch cord of required length at the site and attend the LAN cable issues from I/O port to ATM under warranty and AMC period without any extra cost or claiming of visit charges to Bank and replace damaged patch cord in case of requirement.	Request Bank to add exception like Vandalism, theft attempts where bank will have to bear the additional cost	RFP clause is self explanatory
55	93		25 Project Scope	The ATMs should have capability to work on Bank's IST Switch, Bank may add/ upgrade switch vendor. Bidder should be able to provide software solution to bank without any additional cost to Bank.	Software solutions will be provided to the bank at additional rates mutually agreed with the bank	Any Solution required to run the ATM as per project scope has to be provided by the bidder without any additional cost to the Bank
56	93	7.29. ANNEXURE C	SCOPE OF WORK	29) Cash Reconciliation/Management (For Location wherever cash management is entrusted to bidder): 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.	Same as above	No Change in RFP clause
57	93	7.29. ANNEXURE C	SCOPE OF WORK	29) Cash Reconciliation/Management (For Location wherever cash management is entrusted to bidder): b) Upon reconciliation if difference is observed, the Vendor will be responsible for reconciliation of cash and resolution of all related complaints received from customers. The cash shortage under this model has to borne by the Vendor.	Required clarity on monthly sign off for reconciliation & dispute settlement	No Change in RFP clause
58	93	7.29. ANNEXURE C	SCOPE OF WORK	29) Cash Reconciliation/Management (For Location wherever cash management is entrusted to bidder): c) Transaction level Reconciliation for Deposits and Withdrawals — Vendor has to provide support for carrying out the reconciliation activity like providing EJ and CBR within the TAT. In case of any disputes, Vendor has to provide necessary support for reconciliation of the same.	- Required clarity on Recociliation scope and If the same is under Hitachi scope then require ATM wise GL, Switch report, admin File & consolidated CBR for all the Machines for transaction level recon on T+1	Reconciliation shall be limited to EJ recon and response to the queries raised by the Bank on customer disputes.
59	93	7.29. ANNEXURE C	SCOPE OF WORK	29) Cash Reconciliation/Management (For Location wherever cash management is entrusted to bidder): d) GL Reconciliation – Reconciliation of Physical Cash as per CBR (Cash Balancing Report) and GL.	- Required clarity on Recociliation scope and If the same is under Hitachi scope then require ATM wise GL, Switch report, admin File & consolidated CBR for all the Machines for transaction level recon on T+1	Reconciliation shall be limited to EJ recon and response to the queries raised by the Bank on customer disputes.
60	93	7.29. ANNEXURE C	SCOPE OF WORK	29) Cash Reconciliation/Management (For Location wherever cash management is entrusted to bidder): e) Dispute Resolution for Cash deposit transactions and Cash Withdrawal Transaction.	Need clarity on dispute resolution TAT for deposit & withdrawal (as per RBI/NCP1) we have 5 calendar day TAT for chargeback, 7 days for Pre-arb & 7 days for ARB/BO	Clause amended as under: 29) Cash Reconciliation/Management (For Location wherever cash management is entrusted to bidder): e) Dispute Resolution for Cash Withdrawal Transaction within TAT of 3 days

61	93	7.29. ANNEXURE C	SCOPE OF WORK	29) Cash Reconciliation/Management (For Location wherever cash management is entrusted to bidder): f) Any shortage or loss of cash, whatsoever and for whatever reason shall be immediately make good to the Bank without waiting for admissibility or settlement of the insurance claim. Any amount of such insurance claims received by the Bank shall be remitted to the Vendor by the Bank after adjustment of outstanding dues if any.	Required clarity on monthly sign off for reconciliation & dispute settlement	To be Shared with successful bidder
62	94		30 Functional Requirements	30) Functional Requirements ix. In the event of the Bank requiring EJ of a particular transaction, vendor should provide the same within two hours in text format by email to the Branch with reconciliation report	Required more clarity on this point as reconciliation is performed on T+1 & EJ is also pulled on T+1.	In case The EJ for a particular transaction is not made available to the Bank, the should be provided by the bidder within 2 hrs on raising request by the Bank.
63	96	32 (viii)	Project Scope	Implementation of hardware and software level Configuration changes including cassette configurations / IP configuration changes wherever required/ necessitated without any extra cost to Bank during contract period.	We request bank to amend clause as "Implementation of hardware and software level Configuration changes including cassette configurations / IP configuration changes wherever required/ necessitated at a cost mutually agreed with the Bank."	No Change in RFP clause
64	96	32 (ix)	Project Scope	The Vendor is expected to take full-fledged responsibility of the Cash Recycler (both hardware & software). Bank shall not pay any charges for fixing/replacing any spare parts/ consumables for whatsoever reason other than Vandalism, fire and natural calamities	The clause should be ammended as "The Vendor is expected to take full-fledged responsibility of the Cash Recycler (both hardware & software). Bank shall not pay any charges for fixing/replacing any spare parts/ consumables for whatsoever reason other than Vandalism, fire and natural calamities and reasons attributable to customer or bank official ". Request bank to ammend the same.	No Change in RFP clause
65	96		32 AMC & Second Line Maintenance of equipment's at ATM sites (SLM) during the period of contract:	32) AMC & Second Line Maintenance of equipment's at ATM sites (SLM) during the period of contract: vi. The Vendor has to provide ATM camera image, dome camera image and cash dispensing camera image free of cost, whenever Bank requires the same. The storage at ATM should be holding the images at least for a period of 3 months.	E-Surveillance need to provide queries on footages	Bidder has to provide footages for the camera installed by the bidder as per scope.
66	97	vii	Helpdesk & Incident Management Centralized Helpdesk with multiple	The Vendor shall provide ATM Uptime/ downtime / SLA report within 24 hours as desired by Bank as and when required.	Request Bank to share the formats in advance pertaining to Uptime/Downtime/SLA reports, for us to automate or modify to existing report formats if any	To be Shared with successful bidder
67	98	40 (3)	Project Scope	At the request of the Bank, the Vendor should provide more rounds of user/administrative training at the required locations, without any extra cost	The clause should be ammended as "At the request of the Bank, the Vendor should provide more rounds of user/administrative training at the required locations, at additional cost mutually agreed with the bank ". Request bank to ammend the same.	No Change in RFP clause
68	108		7.33 Annexure G - 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 ATM Price will be charged for every week's delay subject to maximum of 10 % of the ATM 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	The clause should be read as "If the bidder fails to complete the delivery, installation and commissioning within the said period, then liquidated damages @ 1% of the ATM Price will be charged for every week's delay subject to maximum of 5% of the ATM 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 bank to ammend the same.	No Change in RFP clause
69	108	7.33 (i)	Penalty for downtime	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. 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.	Request bank to add exclusions like time taken for Cash evacuation or cash filling, force majeure, theft/vandalisms, machine being down due to other reasons attributable to the bank or bank dependency	No Change in RFP clause

70	108	7.33 (iii)	Annexure G - Liquidity damage/Penalty for delay in commissioning	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.	Request bank to ammend the clause as "Penalty of Rs. 100/- per day per Cash Recycler will be deducted towards non-supply of consumables as reported by the branches/offices. In case the Vendor supplies low-quality consumables in the Cash Recycler and if it is reported that the functioning of the Cash Recycler machine is problematic due to low-quality consumables utilized in the Cash Recycler, the bank will impose a penalty @ Rs.100/- for each Cash Recycler per instance per day till the consumables are replaced".	No Change in RFP clause
71	108	7.32 (iv)	Penalty under EJ Pulling services and EJ Reconciliation:	Vendor has to ensure that the success rate of EJ pulling is at least 98% on T+1 basis and 100% on T+3 basis. In case of non-submission of 100% EJ on T+3 basis, Bank will charge a penalty of Rs.1000/- per day per 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.	Request bank to ammend the clause as "Vendor has to ensure that the success rate of EJ pulling is at least 98% on T+1 basis and 100% on T+3 basis. In case of non-submission of 100% EJ on T+3 basis, Bank will charge a penalty of Rs.100/- per day per 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"	No Change in RFP clause
72	108	i	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.	Request Bank to consider the uptime target of 95%. Revised Penalty table as under 95% - 90% : 3% of the billing amount 85-90% : 5% of the billing amount <85% : 7% of the billing amount	No Change in RFP clause
73	108	i	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.	Request Bank to Provide exclusions other than Force majeure as listed below - Outage - Planned and Unplanned Network Outages. Power cuts from local Electricity board MHA restrictions - downtime exclusion between 9pm to 7am as black out hours due cash movement restrictions as per MHA guidelines Accessibility - Downtime exclusions on the account of CRA/Field engineers unable to attend site due to access issues	No Change in RFP clause
74	109	7.33 (vi)	Penalty for Housekeeping	The Vendor shall ensure maintenance of all the ATM sites under the proposed contract. The site should be stain free, dust free and the vendor shall ensure the proper ambience of the site. If Vendor is unable to do so for any reason, bank will impose a penalty @ Rs.1000/- for each location per instance per day.	Request bank to kindly ammend the clause as "The Vendor shall ensure maintenance of all the ATM sites under the proposed contract. The site should be stain free, dust free and the vendor shall ensure the proper ambience of the site. If Vendor is unable to do so for any reason, bank will impose a penalty @ Rs. 100/- for each location per instance per day"	No Change in RFP clause
75	109	7.32 (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 ammend the clause as "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. 5,000/- (Rupees Five thousand only) per month will be recovered from the payments due"	No Change in RFP clause
76	111	5.5	Cash Dispenser	2 x Double Pick Module, and 4 cassettes with lock & key.	Please Clarify: The cassette's keys should be unique per cassettes or shall be common key for all cassettes?	Cassette should be lock& key or latch.
77	31	6.33.	Liquidated Damages	If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company. Monday to Saturday will be considered as a week. Part of week will be treated as a week for this purpose. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.	Please consider: If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete fails part to deliver -contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company. Monday to Saturday will be considered as a week. Part of week will be treated as a week for this purpose. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.	No Change in RFP clause
78	91	10	7.29. ANNEXURE C: SCOPE OF WORK	In future, if RBI or any other regulatory authority issues guidelines for development / implementation for more options in regional languages, the same should be provided to the Bank without any additional cost.	Please consider: In future, if RBI or any other regulatory authority issues guidelines for development / implementation for more options in regional languages, the same should be provided to the Bank with mutually agree basis.	No change in RFP Clause

79	102		2 ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE	Balance Sheets – FY 2019-20 FY 2020-21 FY 2021-22 Turnover of the bidder should be at an average of Rs.100 Crores per year. Certified / Audited Balance Sheets and P&L statements for last 3 years should be submitted in support of the turnover and profitability. The Bidder should submit a Certificate from their Chartered Accountants regarding their financial capability.	Please consider: Turnover of the bidder should be at an average of Rs.90 Crores per year.	Balance Sheets – FY 2019-20 FY 2020-21 FY 2021-22 Turnover of the bidder should be at an average of Rs.75 Crores per year. Certified / Audited Balance Sheets and P&L statements for last 3 years should be submitted in support of the turnover and profitability. The Bidder should submit a Certificate from their Chartered Accountants regarding their financial capability.
80	108	i	Penalty for downtime	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. 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.	We understand that the the " total monthly bill amount on per ATM basis" is reference the AMC value. Please confirm 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 AMC monthly bill amount on per ATM basis.	No Change in RFP clause
81	111		2.1 2. Currency Chest	UL 291 Level1 certified secured chest / CEN1 Certified Secure Chest	Please Clarify: The safe certification Shall be by international laboratory in US for UL291 or Europe for CEN 1? Or could be from Local laboratory with "compliance certificate"?	The safe certification can be from local laboratory with compliance certificate
82	111		5.4 Cash Dispenser	Indication (visible & audible) of proper insertion of all cassettes.	Requesting Bank to modify the Clause as: Indication (visible or audible) of proper insertion of all cassettes.	Clause amended as under: Indication (visible or audible) of proper insertion of all cassettes.
83	111		5.6 Cash Dispenser	Reject BIN or Divert cassette bin with lock and key/latch with capacity to hold at least 500 notes.	Requesting Bank to modify the Clause as: Reject BIN or Divert cassette bin with lock and key/latch with capacity to hold at least 300 notes.	Clause amended as under: Reject BIN or Divert cassette bin with lock and key/latch with capacity to hold at least 300 notes.
84	113		11.4 Transactions to be made available at the Cash Dispenser with Interface / connectivity to Bank's ATM Switch and Core Banking Software	Biometric Finger printer reader with Software (UIDAI Approved Standard). The bidder should upgrade the Biometric Finger printer reader with Software during the contract period as per UIDAI/any statutory authorities guidelines/directions without any additional cost to the Bank. Bank may ask to implement as and when required.	Requesting Bank to modify the Clause as: 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 in case of Hardware upgrade required will be done at the mutually agreed cost. Bank may ask to implement as and when required. Justification: We can't estimate the commercials without knowing the future requirements or change details. So, Requesting the bank to modify the clause as above	No Change in RFP clause
85	114		1.1 Terminal Security Client	The TSS client software should be compatible with ATMs running on any version of latest OS (In case of Windows, the same should be Windows 10 or higher Operating System and In case of RHEL, the same should be latest version with latest service) and any future version of OS installed in the terminals.	Requesting Bank to modify the Clause as: The TSS client software should be compatible with ATMs running on any version of latest OS (In case of Windows, the same should be Windows 10 or higher Operating System and In case of RHEL/ Debian Linux , the same should be latest version with latest service) and any future version of OS installed in the terminals.	Clause amended as under: The TSS client software should be compatible with ATMs running on any version of latest OS (In case of Windows, the same should be Windows 10 or higher Operating System and In case of RHEL/ Debian Linux , the same should be latest version with latest service) and any future version of OS installed in the terminals.

86	117		5.6	Requirements of Central Application Software or Terminal Security Solution	The solution should provide SMS and E-mail alerts for significant /critical events/changes.	Requesting Bank to Confirm: Hope the SMS gateway will be provided by Bank since the server will be in the Bank Network	Bidder understanding is correct.
87	12	3.8. Rejection of Bids		INSTRUCTIONS TO BIDDERS	Bank reserves the right to reject any or all the bids or scrap the bidding process at any stage without assigning any reason. The Earnest Money Deposits in such event will be returned by the bank. However, the participation fee will not be refunded.	We cannot agree to this , Bank shall not reject the bid without assigning any reasons. Request bank to amend this clause.	No Change in RFP clause
88	18		3.24	INSTRUCTIONS TO BIDDERS Commercial	If any of the items/activities as mentioned in the price bid and as mentioned in Annexure A are not taken up by the Bank during the course of this assignment, the Bank will not pay the commercials quoted by the bidder in the Price Bid against such activity/item.	We need clarity on the Mandatory and optional items in the RFP before we submit the commercial Bid.	Refer to Annexure- A for further clarification
89	19 & 20		3.32	INSTRUCTIONS TO BIDDERS: Order Splitting	With a view to reduce the risks of dependency on a single bidder, Bank reserves the right to split the order among two technically qualified least quoting bidders i.e. L1, & L2 in the ratio of 60:40 provided that L-2 accepts the price of L-1 bidder line item wise.	Considering the Quantity & Scope, we request bank to not to split the order.	No Change in RFP clause
90	24	6.9. Compliance with All Applicable Laws		6. TERMS AND CONDITIONS	The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/personnel/representatives/agents from	The Bidder can be liable for any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever which are directly attributable to it and not otherwise. Kindly acknowledge.	No Change in RFP clause
91	25		6.1	Terms & Conditions: Performance Bank Guarantee	The successful bidder should furnish a Performance Bank Guarantee to the extent of 10% (or as applicable during the period of contract as per Govt guidelines) of the value of the contract within 30 days of the date of receipt of the purchase order/indent.	In TENDER OFFER COVER LETTER, bank has asked PBG for 3%. Most of the peer banks have also asked PBG for 3% only based on the notification issued by the Department of Expenditure (DoE) under Ministry of Finance (MoF) of Govt. of India (GOI). We request bank to consider PBG for 3%.	No Change in RFP clause
92	25	6.14. IT Act		6. TERMS AND CONDITIONS	The Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2000 / Amendment 2008 and subsequent amendment or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.	The Bidder can be liable for any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever which are directly attributable to it and not otherwise. Kindly acknowledge.	No Change in RFP clause
93	26	6.22. Protection of Reputation		6. TERMS AND CONDITIONS	It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the bidder against its services. bidder undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice	The Bidder can be liable for any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever which are directly attributable to it and not otherwise. Kindly acknowledge.	No Change in RFP clause
94	27		6.23	Terms & Conditions: Support	The bidder should ensure 24 X 7 support team at all the locations	Onsite Support will be in Banking hours only. Kindly acknowledge.	No Change in RFP clause
95	34	6.37.		TERMS AND CONDITIONS	Non-Disclosure Agreement	This clause should be kept mutual.	No Change in RFP clause
96	43		6.59	Terms & Conditions: Solution Integration with SIEM	It would be bidder's responsibility to integrate proposed solution with existing SIEM or EFRMS or any other solution as per discretion of the Bank to generate alerts for any EMM, Security violations. Proposed solution should be able to send logs in an acceptable format to the existing SIEM solution.	We need to check the feasibility of the same. Request bank to share more details on the requirement.	To be Shared with successful bidder
97	44	6.66.		6. TERMS AND CONDITIONS	Order Cancellation	Before taking any action under this clause, Bank should provide a cure period of atleast 60 days.	No Change in RFP clause
98	91		7.28	Annexures Annexure B	TECHNICAL EVALUATION CRITERIA	Marking system under "TECHNICAL EVALUATION Criteria" is more on general points which gives no edge to bank and may also lead to difference of opinion. Bidders anyhow need to submit Performance certificates and Financial Credentials under Eligibility compliance making marking system unnecessary. Hence we request bank to remove Marking clause from the RFP.	No Change in RFP clause

99	91	7.28/1	Annexures Annexure B	Bidders/OEM's experience in delivering & installing ATMs in last 5 years from the date of RFP (Copy of PO/work order along with satisfactory Performance Certificate to be submitted as necessary evidence) a) in Public sector undertaking / Govt. Organization/ PSBs/ Public Insurance companies (10 Marks for each implementation with Min 250 ATMs and in multiple of 10 for each such successful installation subjected to Max 40 Marks) b)in private Banks / foreign banks/ any other BFSI Sector (8 Marks for each implementation with Min 250 ATMs and in multiple of 8 for each such successful installation subjected to Max 40 Marks)	With the mentioned clause we understand that bidder has submit minimum 4 POs along with Performance Certificate for PSU Bank or minimum 5 POs from Pvt Banks to gain 40 marks. Please clarify	RFP clause is self explanatory
100	93	7.29/2	Annexures Annexure c:SCOPE OF WORK	The ATMs proposed for deployment under this RFP shall comply with all the guidelines as and when issued by RBI, IBA, NPCI/NFS, UIDAI guidelines, any other authority/regulatory, GOI guidelines.	Any regulatory requirements prevailing on or before the date of price bid submission would be complied ,however any future regulatory changes (released by RBI, IBA, NPCI/NFS, UIDAI guidelines, any other authority/regulatory, GOI guidelines.) requiring bidder to upgrade the CD software or hardware will be chargeable to the Bank. We request Bank to acknowledge the same.	No Change in RFP clause
101		7.29/6	Annexures Annexure c:SCOPE OF WORK	The ATM to be supplied & installed must be new (not refurbished) with 1) Biometric function ready to use	For biometric functionality, Who will provide RD services and scanner management server.	To be provided by the bidder
102	93	7.29/10	Annexures Annexure c:SCOPE OF WORK	The Vendor should provide end to end solution and implementation, including server/switch application component (without any additional cost to the Bank) suitable for visually challenged persons (with audio support) for all above ATM in English, Hindi, Regional languages	As per IBA Guidelines VI Solution is provided in English & Hindly Language only.In future if the regulatory compliance on Regional Languages also it will be mutually agreed cost between the successful bidder and the Bank.	No Change in RFP clause
103	94	7.29/18	Annexures Annexure c:SCOPE OF WORK	However, the above services shall be optional i. e. Bank shall have discretion to go for it or not.	We need to understand on the Project Value before we submit the bid. We request bank to have Mandotry & Optional Line items in the commercial table and Optional Line items should kept out of TCO.Requesting bank to consider this.	No Change in RFP clause
104	95	29/e	Cash Reconciliation/Managemen t	Dispute Resolution for Cash deposit transactions and Cash Withdrawal Transaction	As the RFP is for Cash Dispenser we request bank to remove the 'Cash Depsoit'word from the RFP.	clause amended as under: Dispute Resolution for Cash Withdrawal Transaction
105	98	32/viii.	AMC & Second Line Maintenance of equipment's at ATM sites	Implementation of hardware and software level Configuration changes including cassette configurations / IP configuration changes wherever required/ necessitated without any extra cost to Bank during contract period	All this are one time activity. Any changes post installation of machine will be at mutually agreed price.	No Change in RFP clause
106	102		41 Site Maintenance and House Keeping services (Optional for off-site)	Site Maintenance and House Keeping services	In the commercial table 'Site Maintenance and House Keeping services' line item is not captured. We request bank to have seprate line item for Commercial under optional services which should not be under TCO	No Change in RFP clause
107	107	7.31/C	Annexure E: PAYMENT TERMS	The balance 1% will be paid after 1 year of successful installation & commissioning.	As bidder is already submitting 3% Security deposit of the contract value, we request bank to remove Bank Guarantee clause in payment terms and request to release 100% payment against installation/operationalization of the machine.	No Change in RFP clause
108	110	II	ii. Penalty for Cash Out	ii. Penalty for Cash Out (applicable for offsite locations and machines were cash management is handled by the bidder):	Exclusions are required in below cases 1) less cash no cash given by bank 2) technical issues due to which loading couldnt be done 3) un controalbe factors such as local strikes , flood etc 4) suddan hike in dispance compared to histrocial dispepe trend Kindly acknowledge	Penalties applicable for factors attributable to bidder only
109	110	IV	7.33. ANNEXURE G	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.	Exclusion should be consider in case delay in providing the required EJ due to network or switch level issue in the ATM	Penalties applicable for factors attributable to bidder only
110	110	IV	7.33. ANNEXURE G	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.	We request bank to consider penalty of Rs. 100/- per day per ATM	No Change in RFP clause
111	111	V	7.33. ANNEXURE G	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.	Exclusion should be consider for non availability of DVR Video /Image due to any uncontrollable incident.Kindly acknowledge.	No Change in RFP clause
112	99	33.V.c	7.29. ANNEXURE C	c) Centralized content distribution to all ATM within 2 days after Bank provides creative, new/additional ATM screen sets & audio files etc. and provides details of Successful and unsuccessful upload of the same in ATM. In case it is not possible to distribute the screens through centralized mode due to size of files or any other issue, the Vendor should update the same by sending engineer onsite without any cost to Bank	Capping on frequency of such activity should be provided. Size of such screens/content distribution should not be exceed 1 mb to avoid over utilisation/chocking of the bandwidth.Exclusion should be consider in case delay in content distribution machine level issue in the ATM.Kindly acknowledge.	No Change in RFP clause. Penalties applicable for factors attributable to bidder only

113	113		4	Screen Specification	15"LCD with Touch screen and 8 function keys .(Function Keys are optional , may be provided with Touch screen)	We request bank to have Touch Screen FDKs as standard.	No Change in RFP clause
114	117		1.4	ANNEXURE H: TECHNICAL SPECIFICATIONS: TSS Solution	The TSS client software should be able to detect and prevent any malware and spyware attacks and intrusion programs.	TSS Solution protects the whole execute environment of the ATMs. Unauthorized software will be blocked. Malware and spyware detection is not part of TSS. We request bank to remove this clause	No Change in RFP clause
115	15		3.17	Contract Period	The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days prior notice. Any offer falling short of the contract validity period is liable for rejection.	Requesting Bank to amend this clause as the Termination of the contract is onesided and it's doesn't having the Notice period and rectification timeframe.	No change in RFP Clause
116	15		3.13	RFP-Masked commercial bid	The bidder should submit a copy pf the actual price bid being submitted to the bank by masking the actual prices as part of the technical bid. This is mandatory . The bid may be disqualified if it is not submitted duly masked.Please note that the masked bid should not contain any price related information in Open text form and should reveal any commercials . This may lead to rejection of bids.	The present clause is onesided and unjust. - Bank should give adequate time line and oppurtunity for the Bidder/ Selected bidder before effecting such compensation as the cost working and investment proposition of the Bidder is at stake and Bidder cannot be at the mercy of the Bank.	No Change in RFP clause
117	18		3.24	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.	The present clause is onesided and unjust. - Bank should give adequate time line and oppurtunity for the Bidder/ Selected bidder before effecting such compensation as the cost working and investment proposition of the Bidder is at stake and Bidder cannot be at the mercy of the Bank.	No Change in RFP clause
118	18		3.24	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 thisRFP, and the Bidder is expected to provide the same at no additional cost to the Bank	Any additional service notcovered 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
119	20		3.35	Repeat Orders	Bank of Maharashtra reserves the right to place repeat order/s to the extent of +25% of original order both in terms of quantity and amount on the bidder under the same terms and conditions within a period of two years from the date of acceptance of first purchase order by the bidder. The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.	Requesting Bank to amend this clause as per the OEM the machine cost is valid for a limited period. Usually 180 days.	No Change in RFP clause
120	23		6.3	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 asfollows "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
121	23		6.4	RFP-Visit 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
122	25		6.1	Performance Bank Guarantee	The successful bidder should furnish a Performance Bank Guarantee to the extent of 10% (or as applicable during the period of contract as per Govt guidelines) of the value of the contract within 30 days of the date of receipt of the purchase order/Indent. The Performance Bank Guarantee has to be submitted in the format as per Annexure 11.	Referring to amendment No.F. 1/2/2023-PPD, Performance security should be for an amount of 3% to 10% of the value of the contract as specified in the bid documents. Hence request Bank to consider 3% as Performance Bank Guarantee of the value of the contract.	No Change in RFP clause
123	25		6.9	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
124	26		6.19	RFP-Assignment	The scope of work / services mentioned in this RFP or subsequent agreement shall not be assigned either fully or in part by the Bidder to any third party without the prior written consent of Bank	Bidder will be utilizing services from others vendors as part of service and hence this should be treated as subject to the same.	RFP Clause is self-explanatory
125	26		6.19	RFP-Assignment	Bank may at any time in whole or in part, assign or transfer any of its rights benefits and obligations under this agreement to any third party without consent of Bidder.	considering Bidder investments and obligation in the project Bank can assign the right and obligations subject to taking prior consent from Bidder.	No Change in RFP clause
126	26		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.	Bidder will be utilizing services from others vendors as part of service and hence this should be treated as subject to the same.	RFP Clause is self-explanatory
127	26		6.22	RFP- Protection of Reputation	It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service.	The penalties should be subject to actual and direct breeach of the agreed deliverables. Indirect and consequential losses including replutation loss are legally not binding on contracting parties.	No Change in RFP clause

128	27	6.24	RFP - Cancellation of Contract and Compensation	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.	Pre-bid objection - Bank should afford an opportunity if there is any discrepancy in service by way of cureperiod. There can be difficulties in execution and cost constraints or any other teething issues which could prevent such delivery. Bank should be forthcoming to discuss to the selected bidder and try to resolve the matter instead of taking unilateral decision to call of contract. The right of the Bidder to get compensated on the investment made should also get capsuled here, The selected bidder invests its fortune and there are borrowed capitals which are at stake and the Bank cannot unilaterally terminate the contract without compensating for losses sustained by the Selected Bidder.	No Change in RFP clause
129	27	6.24	RFP - Cancellation of Contract and Compensation	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.	Pre-bid Objection - Any such resort should be subject to mutual discussion and consent of the selected bidder.	No Change in RFP clause
130	27	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	Pre-bid - objection : 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
131	27	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.	Pre-bid - objection : 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
132	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.	Pre-bid- Objection: after due notice to the selected bidder	No Change in RFP clause
133	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.	Pre-Bid - Objection - In the event of dispute or Arbitration this will be subject to the order of the Arbitrator or the court concerned. Bidder cannot agree to a situation to continue service to the Bank in the event of its lawful payments are withheld and dispute is ongoing.	No Change in RFP clause
134	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	Pre-bid - Objection - Right to termination at will should be mutual.	No Change in RFP clause
135	29	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	Pre-bid - objection: Bank should afford an opportunity if there is any discrepancy in service by way of cureperiod. There can be difficulties in execution and cost constraints or any other teething issues which could prevent such delivery. Bank should be forthcoming to discuss to the selected bidder and try to resolve the matter instead of taking unilateral decision to call of contract. The right of the Bidder to get compensated on the investment made should also get capsuled here, The selected bidder invests its fortune and there are borrowed capitals which are at stake and the Bank cannot unilaterally terminate the contract without compensating for losses sustained by the Selected Bidder.	No Change in RFP clause
136	29	6.27	RFP - Effect of Termination	There shall be no termination compensation payable to the bidder.	Pre-bid objection - In the event of premature termination or cancellation Selected Bidder shall be entitled to claim termination fee/ compensation for covering their losses and investments	No Change in RFP clause
137	29	6.28	RFP-Intellectual Property Rights	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. RFP# 01/2023-24 for Supply, Installation, Maintenance of 600 ATMs and providing Managed Services for 7 years 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 Applicable, Pre Bid Objection : Bidder cannot give any IP rights in respect of the IT tools and tracking platforms it deploys as part of the services extended to the Bank	No Change in RFP clause
138	30	6.31	RFP-Violation of Terms	Violation of Terms	Pre Bid Objection - The clause should be made mutual.	No Change in RFP clause
139	31	6.33	Liquidated damages	Cumulative Liquidated Damages imposed for all the sites shall be subject to maximum of 10 percent of the total contract value.	Request Bank to imposed Liquidated damages to maximum of 3% of the contract value.	No Change in RFP clause

140	31		6.33 RFP- Liquidated Damages	<p>The Bank will consider the inability of the bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the bidder. The liquidation damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, Operationalization, implementation, training, acceptance, warranty, maintenance etc.) by the bidder. Installation will be treated as incomplete in one/all of the following situations:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Non-delivery of any component or other services mentioned in the order <input type="checkbox"/> Non-delivery of supporting documentation. <input type="checkbox"/> Delivery/Availability, but no installation of the components and/or software integration. <input type="checkbox"/> System operational, but unsatisfactory to the Bank <p>If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract.</p> <p>Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company. Monday to Saturday will be considered as a week. Part of week will be treated as a week for this purpose. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.</p> <p>Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder</p>	Pre Bid Queries - To include following sub clause 'The Selected Bidder shall not be entitled to any claim for damages on account of delay arising from hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by Bank.	No Change in RFP clause
141	31		6.33 RFP- Liquidated Damages	Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder.	Pre - Bid - Objection : Bank cannot unilaterally apply the deduction without notification and consent of the Selected Bidder	No Change in RFP clause
142	31		6.33 RFP- Liquidated Damages	Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.	Pre Bid Objection - Bidder does not agree to set off or hold on its monies in separate contracts or work orders	No Change in RFP clause
143	32	6.34(iv)	RFP-Indemnity	agreed between the parties under clause 6.36of the RFP	Pre Bid objection - Limit on Selected bidder should be clearly specified and should not left open ended. (to discuss with Businss on the quantum of fixation)	No Change in RFP clause
144	32	6.34(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	Pre Bid objection - Limit on Selected bidder should be clearly specified and should not left open ended. (to discuss with Bidder on the quantum of fixation) (LoL is 6.39)	No Change in RFP clause
145	32		6.34 RFP-Indemnity	(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	Pre Bid objection - Limit on Selected bidder should be clearly specified and should not left open ended. (to discuss with Bidder on the quantum of fixation) (LoL is 6.39)	No Change in RFP clause
146	33		6.35 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."	Requesting Bank to amend to delete this clause , How Force Majeure issue turns to Termination on account of Bidder.	No Change in RFP clause
147	34		6.39 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.	Pre-Bid - Objection : Selected Bidder agrees to the clause only to the extent of the scope	No Change in RFP clause
148	34		6.39 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.	Pre-Bid -objection : Bank cannot seek waiver direct damages resulting from their non performance or payment obligations Bidder Shall also be not liable for Indirect, incidental, consequential special or exemplary damages including claims as to loss of revenue/ profit, loss of anticipated profits, Buisness opportunity Loss, reputational loss etc.	No Change in RFP clause
149	34		6.4 RFP-Confidentiality	Confidentiality	Pre Bid - Objection - 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
150	37	6.42(a)	RFP- Delays in Design, Implementation and Performance Guarantee	Claiming Liquidated Damages	Pre Bid Queries - To include following sub clause 'The Selected Bidder shall not be entitled to any claim for damages on account of delay arising from hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by Bank.	No Change in RFP clause

151	37	6.42(b)	RFP- Delays in Design, Implementation and Performance Guarantee	Termination of the agreement fully or partly	Pre-bid - objection: 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 forthcoming to discuss to the selected bidder and try to resolve the matter instead of taking unilateral decision to call of contract. The right of the Bidder to get compensated on the investment made should also get capsuled here, The selected bidder invests its fortune and there are borrowed capitals which are at stake and the Bank cannot unilaterally terminate the contract without compensating for losses sustained by the Selected Bidder	No Change in RFP clause
152	38	6.46	RFP-Other Terms and Conditions	Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.	Pre-bid-objection - Any such cancellation will ential the Bank to refund the EMD with interest till payment date.	No Change in RFP clause
153	38	6.46 (1)	RFP-Other Terms and Conditions	Interview the personnel being deployed on the project	Pre-bid Objection - Considering the service is Principal to Principal basis, employees of the Bidder cannot be subject top any intreview process.	No Change in RFP clause
154	38	6.46(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.	Pre-bid Objection - 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
155	38	6.46(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.	Pre-bid -objections : However the Bank should intimate the bidder in advance.	No Change in RFP clause
156	41	6.56	RFP-Arbitraton	Arbitration	Pre-bid -Objection : This clause is not required as the same is already covered in dispute resolution	No Change in RFP clause
157	42	6.62	Repeated Failures	If during the warranty period, any equipment has a hardware failure on three or more occasions in a quarter, it shall be replaced by equivalent new equipment by the bidder at no cost to Bank.	Requesting Bank to delete this clause	No Change in RFP clause
158	43	6.66	RFP-Order Cancellation	Bank reserves its right to cancel the order in the event of one or more of the following a) Delay in delivery beyond the specified period for delivery. b) Delay in installation beyond the specified period for installation from the date of purchase order. c) Serious discrepancy in hardware noticed during the pre/post-dispatch inspection 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.	Pre-bid Objection - As stated earlier, this is again subject to cure period notice and any cancellation / termination will not be agreeable unless the bidder is compensated for its investment value proposition. Any appropriation of EMD/ Gurantee for performance should proceed only upon notice and consent of the Bidder.	No Change in RFP clause
159	61	6	Fail Clause	6.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	Requesting Bank to delete this clause	No Change in RFP clause
160	86	7.27	Format for commercial bid		Only cassette cost is requested. NO mention of Purge bin.	Refer to Annexure- A Point no 7.18 Divert Cassette
161	91	7.29	Scope of Work	Bidder should ensure that ATM provided to Bank should have TLS 1.2 Solution implemented without any extra cost and any upgrade to the TLS higher version has to be done by the bidder during the contract period without any additional cost to the Bank	Requesting Bank to amend this clause on Mutual basis for future upgrades.	No Change in RFP clause
162	91	10	7.29. ANNEXURE C: SCOPE OF WORK	In future, if RBI or any other regulatory authority issues guidelines for development / implementation for more options in regional languages, the same should be provided to the Bank without any additional cost.	Please consider: In future, if RBI or any other regulatory authority issues guidelines for development / implementation for more options in regional languages, the same should be provided to the Bank with mutually agree basis.	No Change in RFP clause

163	92	7.29-Annexure C	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.	This clause is not applicable for ATM, requesting Bank to delete this clause	clause amended as under: Removing Cash, tallying with the CBR (Cash Balancing Report) and depositing the cash with the designated branch of the Bank, in case the same is specifically required by the Bank.
164	92	7.29-Annexure C	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 ATMs should be enough to work all day for customers. (applicable for cash management handled by bidders)	Bank need to provide ATM wise cash balance every 1 hour, daily 12am to 12am - 24hrs ATM wise cash dispense file, daily 12am To 12am - 24hr ATM wise admin increase & decrease file for cash planning & indenting on daily basis by 1am for cash planning & raising cash indent.	RFP Clause is self explanatory
165	92	7.29-Annexure C	7.29-Annexure C , Scope of work	f) Compliance to RBI MHA & CC swap should be implemented.	CS will be implemented only at CRA vault available location	Bidder understanding is correct.
166	93		24 7.29. ANNEXURE C: SCOPE OF WORK	Multi-vendor software compatibility: The successful bidder shall agree that the Bank reserves the right to bring in Multi-vendor software, hardware and if such a solution is contracted with a third party other than the successful bidder, the successful bidder agrees for a tripartite agreement for continued functions. Cost of testing & UAT to implement the multi-vendor solution shall be fixed on mutually agreed basis. The Successful bidder also ensure that software including XFS of machine should be compatible with Multi- Vendor software, if there will be any compatibility issue during the warranty and AMC period of contract then successful bidder will make software including XFS compatible with Multi- Vendor Software without any cost to Bank	Requesting Bank to delete this clause or Amend on Mutual basis.	No Change in RFP clause
167	93		24 7.29. ANNEXURE C: SCOPE OF WORK	ATMs should be capable of working without air-conditioner environment also	Requesting Bank to delete this clause	No Change in RFP clause
168	93		25 7.29. ANNEXURE C: SCOPE OF WORK	The ATMs should have capability to work on Bank's IST Switch, Bank may add/ upgrade switch vendor. Bidder should be able to provide software solution to bank without any additional cost to Bank.	Requesting Bank to delete this clause or Amend on Mutual basis.	No Change in RFP clause
169	93		28 7.29. ANNEXURE C: SCOPE OF WORK	The Bidder is required to provide one onsite Facility Maintenance Services (FMS) throughout the contract period at Pune. The cost for the same should be factored in the Bill of Materials	Need more details for Facility Maintenance Services (FMS)	Scope will include coordination for installation and support for issues highlighted by branches
170	93	7.29.22	ANNEXURE C: SCOPE OF WORK	Bidder should comply all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc. as required by Bank, RBI, Govt. etc. free of cost.	Is reconciliation certificate referred here is limited to C3R / VCB only?	RFP clause is self explanatory
171	93	7.29.29.a	ANNEXURE C: SCOPE OF WORK - Cash Reconciliation and Management	The Vendor should provide support to resolve reconciliation disputes within 3 working days of reporting the difference. If the Vendor does not respond by third working day the difference amount will be recovered from Vendor on fourth working day.	What is the timeline for bank to raise reporting difference?	RFP clause is self explanatory
172	93	7.29.29.c	ANNEXURE C: SCOPE OF WORK - Cash Reconciliation and Management	Transaction level Reconciliation for Deposits and Withdrawals — Vendor has to provide support for carrying out the reconciliation activity like providing EJ and CBR within the TAT. In case of any disputes, Vendor has to provide necessary support for reconciliation of the same.	Bank will carryout transaction level reconciliation at their end. - Need confirmation.	Bidder understanding is correct.
173	93	7.29.29.d	ANNEXURE C: SCOPE OF WORK - Cash Reconciliation and Management	GL Reconciliation – Reconciliation of Physical Cash as per CBR (Cash Balancing Report) and GL.	Bank will carryout transaction level reconciliation at their end. - Need confirmation.	Bidder understanding is correct.
174	93	7.29.29.e	ANNEXURE C: SCOPE OF WORK - Cash Reconciliation and Management	Dispute Resolution for Cash deposit transactions and Cash Withdrawal Transaction.	Requesting Bank to share the Process flow dor the dispute management	To be Shared with successful bidder
175	93	7.29.29.f	ANNEXURE C: SCOPE OF WORK - Cash Reconciliation and Management	Recovery of loss in case of Insurance.	Bank shall recover the amount of loss suffered from MSP even though insurance is with the Bank. Post settlement of insurance claim bank shall adjust outstanding claims before remitting money to MSP	RFP clause is self explanatory
176	93	7.29, point 25	Annexure C : Scope of Work	The ATMs should have capability to work on Bank's IST Switch, Bank may add/ upgrade switch vendor. Bidder should be able to provide software solution to bank without any additional cost to Bank.	Any additional cost for add / upgrade switch vendor should be on mutual agreed basis.	No Change in RFP clause
177	95	32.i	7.29. ANNEXURE C: SCOPE OF WORK	AMC & Second Line Maintenance of equipment's at ATM sites (SLM) during the period of contract: The Vendor has to enter into a comprehensive Annual Maintenance Contract of ATM, post warranty period. The Vendor has to ensure all ATM are in operational condition for 24x7x365. During warranty and AMC period, the vendor has to coordinate with the Vendors as part of the scope	To ensure all ATMs are in operational condition 24x7x365, Request Bank to support Banking hours site access and weekend support required from Branches with their SPOC Contact details.	To be Shared with successful bidder
178	96	32.ii	SLM	No extra charges shall be paid by the Bank during the tenure of contract for any maintenance activity, Repairs, replacement of all spares of ATM, Connectivity equipment, electrical, consumables, Spare part etc., whatsoever.	Need more clarification on the scope expected. Need exclusion for the Bank dependency cases.	RFP clause is self explanatory

179	96	32.iv	32) AMC & Second Line Maintenance of equipment's at ATM sites (SLM) during the period of contract:	Cos 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	Exclusion is required for any issue due to Bank staff or mishandling at Branch Managed ATM	RFP clause is self explanatory
180	96	32.ix	32) AMC & Second Line Maintenance of equipment's at ATM sites (SLM) during the period of contract:	The Vendor is expected to take full-fledged responsibility of the ATM (both hardware & software). Bank shall not pay any charges for fixing/replacing any spare parts/ consumables for whatsoever reason other than Vandalism, fire and natural calamities.	Exclusion is required for any issue due to Bank staff or mishandling at Branch Managed ATM, the same is going to be replaced on a chargeable basis as per the spare cost sheet.	RFP clause is self explanatory
181	96		33 7.29. ANNEXURE C: SCOPE OF WORK	C . In case it is not possible to distribute the screens through centralized mode due to size of files or any other issue, the Vendor should update the same by sending engineer onsite without any cost to Bank	If the remote distribution is not feasible, the Engineer visit is required to copy on a chargeable basis on a mutual basis.	No Change in RFP clause
182	96		34 7.29. ANNEXURE C: SCOPE OF WORK	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. iii - automated on-line real-time fault detection & trouble ticketing.	Currently, we are facing a lag of 10 min. in IST switch feed.	RFP clause is self explanatory
183	98	35.ii	Consumables	The receipt printer paper roll shall be as per the specifications decided by Bank and will be having Bank's advertisements in bilingual format without any extra cost to the Bank. All thermal paper prints must have a quality to be stored in good condition for a minimum of 1-year period.	Requesting Bank to share more details on "paper print"s refer in this clause	To be Shared with successful bidder
184	98		36 7.29. ANNEXURE C: SCOPE OF WORK	The Vendor will monitor the ATM connectivity and should maintain 98% uptime. The Vendor will provide weekly, monthly report of SLA and uptime of connectivity including backhaul links. End to end network management will be taken care by the Vendor and Vendor has to provide / makes necessary arrangement for the same.	Bank dependency cases, night hours, Branch FLM Support delay need to be exclude from Downtime calculation, Bank network que build up, Switch load failed cases need exclusion from downtime.	RFP clause is self explanatory
185	98		37 7.29. ANNEXURE C: SCOPE OF WORK	37) Switch Feed : I - Bank will provide standard online switch feed for monitoring Cash Recycler health status. The Vendor should develop web based application or any other interface for monitoring Cash Recycler at its own cost. The Vendor should also share the monitoring tool with Bank	Switch feed issue will be Bank dependency. Need to check feasibility of Monitoring tool access to Bank.	RFP clause is self explanatory
186	98		40 7.29. ANNEXURE C: SCOPE OF WORK	40) Training : Vendor should provide onsite training to staff of Bank at each site along with the manuals for user/Administrators besides training to the central administration team consisting of 3 staff members for at least two days. In addition to training handholding support should be extended for additional 30 working days for each branch and customers.	Bank has to ensure and share timely updated Branch contact details, mail ids to Bidder's Helpdesk. As and when any changes will made in contact list, same need to communicate with Bidder immediately.	To be Shared with successful bidder
187	100		41 Site Maintenance and HSK	No mention of Bank paying SRM cost. Asset replacement if EOL etc, AMC of existing assets etc	Bank to confirm cost reimbursement, current site and asset conditions	Responsibility of the bidder shall be restricted to housekeeping only
188	101	42.e	Insurance	In the event if any of the ATM 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	these ATM are in Bank's book where the insurance and it's claim process control at Bank's end.	RFP clause is self explanatory
189	105		7.31 RFP-Annexure E	Payment Terms	Pre-bid-objections - Delay in settlement of bills, and unjustified deductions towards penalties and damages 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 Bankers from whom it has borrowed funds to cover the investments in relation to the tender, Hence the Bank cannot hold itself not responsible for the delay in payments and such delays will carry standard interest rate penalty.	no Change in RFP clause
190	108	7.33.iv and v	ANNEXURE G: SERVICE LEVEL REQUIREMENTS Penalty for Cash Recycler Camera Images/ footages:	Vendor should provide images / footages in case of disputed transactions/ or as and when required by the Bank. If Vendor is unable to do so for any reason, the Vendor will be liable to pay the disputed amount plus costs incurred by the Bank towards satisfaction of the disputed amount. If Vendor is unable to provide images within 3 days then a penalty of Rs.1000/- will be charged.	Intimation of such disputes and corresponding deduction - timelines required.	no Change in RFP clause

191	108	7.32-Annexure F	7.32-Annexure F,Project Timelines	ii. Penalty for Cash Out (applicable for offsite locations and machines were cash management is handled by the bidder): Bank shall levy penalty of Rs.1000 per instance each for every cash out instances. Any penalty imposed by RBI/	Penalty amount is very high and should be minimum. Cash out will be considered when all cassettes are zero balance	no Change in RFP clause
192	108	7.32	7.29. ANNEXURE C: SCOPE OF WORK	iv. Penalty under EJ Pulling services and EJ Reconciliation: -	Bank network dependency, Branch accessibility cases need to be exclude from penalty calculation	no Change in RFP clause
193	108	7.33, SLA	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 ATM Price will be charged for every week's delay subject to maximum of 10 % of the ATM Price.	Request Bank to consider liquidated damages @ 1% of the ATM price for every weeks delay subject to maximum 3% of the ATM price on delay on delivery, installation and commissioning within the the said period.	No Change in RFP clause
194	108	7.33 i	Penalty for Downtime	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.	Request Bank to cap penalty at 10% of total monthly bill amount on per ATM basis.	No Change in RFP clause
195	108	7.33 ii	Penalty for Cashout	Bank shall levy penalty of Rs.1000 per instance each for every cash out instances. Any penalty imposed by RBI/ other regulators for cash out instances shall also be recovered from the bidders separately.	Request Bank to remove additional penalty on Cash out instances.	No Change in RFP clause
196	108	7.33 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.	Request Bank to consider Penalty of Rs. 200/- per day per ATM.	no Change in RFP clause
197	108	7.33 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 ATM.	Request Bank to consider Penalty of Rs. 200/- per day per ATM.	no Change in RFP clause
198	109	7.33.vii	Service Level Requirements	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.	Requesting Bank to delete this clause	no Change in RFP clause
199	109	7.33 vi	Penalty for Housekeeping (for offsite location)	The Vendor shall ensure maintenance of all the ATM sites under the proposed contract. The site should be stain free, dust free and the vendor shall ensure the proper ambience of the site. If Vendor is unable to do so for any reason, bank will impose a penalty @ Rs.1000/- for each location per instance per day.	Request Bank to consider Penalty @ Rs. 200/- for each location per instance per day.	no Change in RFP clause
200	117	5.6	Requirements of Central Application Software or Terminal Security Solution	The solution should provide SMS and E-mail alerts for significant /critical events/changes.	Requesting Bank to Confirm: Hope the SMS gateway will be provided by Bank since the server will be in the Bank Network	Bidder understanding is correct.
201	104	Note 2	7.30. ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE	Bidder/SI can submit the bid with one OEM solution/product for application. OEM can authorize different bidders/SI to quote for the same product.	Requesting Bank to allow multiple ATM OEMs in a single bid. a) This will enable the bidders to provide competitive rates. b)fasten the deployment timelines. c)It will also eliminate the single OEM dependency.	no Change in RFP clause
202	104	Note 2	7.30. ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE	Either the bidder/SI on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously.	Requesting Bank to amend this clause and allow participation of both OEM and OEM representative bidders.	no Change in RFP clause
203	15	3.17	Contract Period	The period of contract will be for 7 years from the date of successful go live of machine or acceptance by the Bank.	The contract period shall begin from date of go-live, if Bank fails to provide acceptance within a week for any reason not attributable to the Bidder/Successful Vendor. We request Bank to modify this clause accordingly.	no Change in RFP clause
204	16	3.21	Adoption of Integrity Pact	The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the project document.	The IEM shall secure confidential information of the Bidder; and the Bank shall ensure responsibility that the confidentiality is maintained by such IEM appointed by the Bank. We request Bank to modify this clause accordingly.	no Change in RFP clause
205	16	3.21.9	Adoption of Integrity Pact	A person/entity signing IP shall not approach the court while representing the matters to IEMs and he/she will wait for decision of IEMs in the matter.	Further clarification is required as to what kind of matters cannot be taken to the court, only those related to the Integrity Pact terms and conditions or generally any matter.	No Change in RFP clause
206	18	3.23	Earnest Money Deposit	The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.	The right to set off dues would be an additional burden to the Bidder. Hence we suggest to waive off this clause.	No Change in RFP clause
207	18	3.24	Commercial	If any of the items/activities as mentioned in the price bid and as mentioned in Annexure A are not taken up by the Bank during the course of this assignment, the Bank will not pay the commercials quoted by the bidder in the Price Bid against such activity/item. The Bank shall also have the right to cancel any of the items which have been mentioned in the Bills of Materials- Annexure A.	The Bank should specify the items required by the Bank on a prior basis since this can lead to an increase in operational costs for the bidder. Additionally, the Bank may cancel any order ONLY with a prior notice of mutually agreed period. We request Bank to modify this clause accordingly.	No Change in RFP clause
208	18	3.24	Commercial	Considering the enormity of the assignment, any service which forms a part of the Project Scope that is not explicitly mentioned in scope of work as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional cost to the Bank. The Bidder needs to consider and envisage all services that would be required in the Scope and ensure the same is delivered to the Bank. The Bank will not accept any plea of the Bidder at a later date for omission of services on the pretext that the same was not explicitly mentioned in the RFP.	The Bidder shall only provide such services to the Bank which are specified in the Scope of Work / under this RFP. Any additional services which are required by the Bank shall be informed to the bidder at a prior notice and also at the cost agreed by both the Parties, if feasible to deliver. We request Bank to modify this clause accordingly.	No Change in RFP clause

209	20		3.33	Service Continuity	After the completion of initial period of 07 (Seven) years, the contract may be extended/renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein at mutually agreed cost. Till such time for the execution of renewal , the bidder shall continue to provide services to the Bank under service continuity clause.	The Contract should be renewed with mutual consent of the parties and such terms as agreed to by both the parties. We request Bank to modify this clause accordingly.	No Change in RFP clause
210	20		3.35	Repeat Orders	The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.	This will cause unnecessary hardship to Bidder, as the pricing is provided based on financial model. This will render project financially unviable for Bidder. We request Bank to drop this clause.	No Change in RFP clause
211	24		6.9	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	The Bidder shall notify and comply with the laws applicable to the bidder. We request Bank to modify this clause accordingly.	No Change in RFP clause
212	24		6.9	Compliance with all applicable laws	The Bidder shall indemnify the Bank for non-compliance of laws	The Bidder shall indemnify bank for non-compliance, if the Bank has suffered any damages because of such non-compliance. We request Bank to modify this clause accordingly.	No Change in RFP clause
213	25	6.10.		Performance Bank Guarantee	The successful bidder should furnish a Performance Bank Guarantee to the extent of 10% (or as applicable during the period of contract as per Govt guidelines) of the value of the contract within 30 days of the date of receipt of the purchase order/Indent.	We request bank to ask for PBG to the extent of 3% of the contract value as per current industry practice.	no Change in RFP clause
214	25		6.13	Amalgamation	If the Bank undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the Bidder under this RFP.	The Bidder shall be notified on a prior basis of any such merger/amalgamation. Additionally, this clause shall be mutual in nature. We request Bank to modify this clause accordingly.	no Change in RFP clause
215	25		6.16	ISMS Framework	The Bidder shall abide by the Information Security Management System(ISMS) framework of the Bank. Bidder shall abide by the ISMS policy and any other policy and subsequent procedures of the Bank. The details related to ISMS framework shall be shared with successful bidder based on the project needs.	The Bank shall provide such framework to the bidder before execution of the contract.	No Change in RFP clause
216	26		6.19	Assignment	The scope of work / services mentioned in this RFP or subsequent agreement shall not be assigned either fully or in part by the Bidder to any third party without the prior written consent of Bank. Bank may at any time in whole or in part, assign or transfer any of its rights benefits and obligations under this agreement to any third party without consent of Bidder.	The Bidder shall not be required to take consent from the Bank for assigning and further suggest the Bank that the clause to be reciprocal. In case Bank is assigning, then the Bidder shall informed in advance for ensuring necessary changes at its end. We request Bank to modify this clause accordingly.	No Change in RFP clause
217	26		6.2	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.	The Bidder shall be permitted to sub-contract to its subsidiaries, affiliates and preferred vendors with prior written intimation to the Bank . However, Bidder shall be fully liable for performance of terms of services under RFP. We request Bank to modify this clause accordingly. We request Bank to modify this clause accordingly.	No Change in RFP clause
218	26		6.22	Protection of reputation	It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the bidder against its services. bidder undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice	The Bidder shall not be liable for any reputational loss. We request Bank to modify this clause accordingly.	No Change in RFP clause
219	26,27		6.23	Qualification Criteria (Support)	The bidder should ensure 24 X 7 support team at all the locations. The bidder should be able to provide efficient and effective support at all locations so as to meet 24*7hrs service support with maximum 4hrs response time – A commitment to this effect should be furnished. For this the bidder should have its own exclusive ATM support infrastructure covering all regional/Zonal office centers across the country, with owned/franchisee service centers at particular those location having Bank's zonal, regional centers, to give service to all ATMs locations of Bank and provide support, call escalation, SLM, replacing consumables and should also be capable of expanding the support infrastructure in keeping with the requirements of Bank.	a) While 24X7 support form backend centralised Managed Services centre is understandable, we hope that the Bank is aware of MHA-RBI security guidelines which prevent accessing ATMs after certain daytime. In compliance with those guidelines, the on-field support services may not necessarily always provide support on 24 X 7 basis, else bidder/vendor would be flouting those compliance regulations. Hence, we suggest that the Bank should insist upon 24 X 7 functioning of backend MS centre; and on-field support services in compliance with MHA-RBI guidelines. b) We suggest that Bank should consider different Response Time TATs based on locations as Metro-Urban (4 Hours) / Semi-Urban (6 Hours) / Rural (12-24 Hours). We request Bank to modify this clause accordingly.	No Change in RFP clause
220	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:	We request bank to provide prior notice of mutually agreed period for cancellation.	No Change in RFP clause
221	28		6.28	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	This clause should be mutual in nature. We request Bank to modify this clause accordingly.	No Change in RFP clause
222	31	6.33 & 7.33		Liquidated damages & penalty		Either the penalty or Liquidated damages should be levied, We request bank not to levy both. Further, before levying Liquidated damages or invoking Bank guarantee, Bank should provide reasonable period to cure the defect / delay, if any. Further, the Bidder shall be accountable for damages only if the reason for the same is directly attributable to the Bidder and not otherwise. We request Bank to modify this clause accordingly.	No Change in RFP clause

223	32	6.34	Indemnity		The Bidder should only be liable for direct damages losses which are suffered by the Bank and which are proven by the adjudicating authority and not otherwise. Also, indirect losses should be excluded. Also below clause to be added: Bidder shall not be responsible under indemnity provisions in this Agreement to the extent that loss is attributable to the negligence or breach of this Agreement and 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. We request Bank to modify this clause accordingly.	No Change in RFP clause
224	33	6.37	Non-Disclosure Agreement		NDA should be mutual between the parties. Further, obligation of the Bidder with respect to maintainability of the Confidential Information should be till termination and/or expiration of the Agreement. Further, the indemnity clause should be deleted from NDA. If not, Bidder should be liable for actual proven losses and for acts directly attributable to the bidder. Further, the receiving party should be allowed to retain one set of confidential information for archival purpose. Further, would suggest the place of Arbitration to be Mumbai and courts of Mumbai shall have the exclusive Jurisdiction to try any dispute. We request Bank to modify this clause accordingly.	No Change in RFP clause
225	34	6.39	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.	This clause should be mutual in nature. We request Bank to modify this clause accordingly.	No Change in RFP clause
227	42	6.63	Spare Parts	Bidder will make the spare parts for the systems available for a minimum period of 7 (Seven) years from the time of acceptance of the system. Thereafter, bidder will give at least twelve months' notice prior to discontinuation of support services, so that Bank may order its requirements of the spares, if it so desires. If any of the peripherals, components like hard disk, CPU, Memory etc. are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity at no additional charges to Bank.	What will be the notice period Bank will give to the bidder/vendor after 7 years of contract for bidder/vendor to stop ensuring spares availability. We request Bank to clarify.	To be Shared with successful bidder
228	43	6.66.	Order Cancellation	Bank reserves its right to cancel the order in the event of one or more of the following situations	This clause shall be subject to Bank providing 30 days cure notice to Bidder as an opportunity to cure the breach. We request Bank to modify this clause accordingly.	No Change in RFP clause
229	44	6.68.	Implementation (Delivery, Installation and Commissioning)	The Bidder shall be responsible for delivery, installation, commissioning of the ATMs ordered at all the sites and for making them fully operational at no additional charge within 8 weeks from the date of delivery instruction for locations.	We request Bank to allow for 12 weeks for locations in distant northern and north-east part of India. We request Bank to modify this clause accordingly.	No Change in RFP clause
230	45	6.69.	Completeness of Installation	In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence. The site will be accepted only after complete commissioning of equipment and satisfactory working of the entire equipment for a minimum period of 10 days	We request bank to consider machine as 'deemed installed' if the installation remains pending beyond one week from date of delivery for reasons not attributable to the bidder/vendor; and in such cases, the warranty would start from 1 week of delivery. We request Bank to modify this clause accordingly.	No Change in RFP clause
231	45	6.72.	Make, Model & Part numbers of the equipment	It is mandatory to provide the make, model and part number of all equipment/software and their subcomponents as asked for in the technical specification.	We request bank to ask part no. only for the ATM make and model, & not the subcomponents as latter may infringe upon confidentiality of technical details of the ATMs.	No Change in RFP clause
232	64	7.11	Performance Bank Guarantee	(On a Non-Judicial Stamp Paper of Rs.500/-)	We wish to point out that PBG is issued by bidder's bank on its letterhead. Stamp paper is not required. We request Bank to modify this clause accordingly.	No Change in RFP clause
233	17	3.22	Preference for Public Procurement	Also in view of DPIIT OM No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021, The cost of transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. will not be taken into account for calculating local content in any item.	Since the Bank has floated a composite RFP with Managed Services for ATMs also a major part of the deliverables, we believe that the Local Content should also be considered on the basis of composite TCO as this RFP can't be construed as for procurement of Product (Goods) alone, but rather for Procurement of Goods, Works AND Services combined. We request Bank to modify first statement of this format, as follows:	No Change in RFP clause
234	81	7.24.	ANNEXURE 23:	FORMAT FOR LOCAL CONTENT		No Change in RFP clause
235	83	7.26.	Annexure-25-BG FORMAT FOR EMD	ON A NON-JUDICIAL STAMP PAPER OF Rs.500.00	We wish to point out that EMD bank Guarantee is issued by bidder's bank on its letterhead. Stamp paper is not required. We request Bank to modify this clause accordingly.	No Change in RFP clause
236	86	7.27	7.27. ANNEXURE A: COMMERCIAL BID FORMAT	OTC Lock Management (Manual/App Based)	We request bank to insist for App-based only and remove Manual as the solution is for security purpose and any manual OTC will defeat the purpose of RBI compliance.	No Change in RFP clause
237	89	7.28	Annexure B	2nd table point 1 a and b a. in Public sector undertaking / Govt. Organization / PSBs / Public Insurance companies (10 Marks for each implementation with Min 250 ATMs and in multiple of 10 for each such successful installation subjected to Max 40 Marks) b. in private Banks / foreign banks/ any other BFSI Sector (8 Marks for each implementation with Min 250 ATMs and in multiple of 8 for each such successful installation subjected to Max 40 Marks)	We wish to bring to Bank's attention that there is no distinction in terms of SLAs or compliances between ATM fleets of PSU Banks and Private Sector Banks. Creating such 2 separate categories with differential marks is, therefore, arbitrary and discriminatory to some bidders who otherwise are on par with other competing bidders. Hence, we request Bank to combine these 2 categories under one clause, as follows: In PSU Banks or Private Sector Bank or MNC Banks or WLAs (10 Marks per Customer for implementation with Min 250 ATMs each, subject to Max 40 Marks).	No Change in RFP clause

238	89	7.28 Annexure B	Technical Evaluation Criteria		We feel that assigning 50 marks for Project Planning, execution methodology and schedule, adherence with timelines (including presentation) is subject to subjective perception at personal level of assessing officials and may lack objectivity. As bank's eligibility criteria is strong enough and compliance for Techno-Functional Specifications is required to be 100% anyway, Bank's interests are adequately protected in ensuring participation by credible bidders in the process. We, therefore, suggest that the Bank drops this Evaluation Criteria.	No Change in RFP clause
239	91		7.29. ANNEXURE C: SCOPE OF WORK	The ATMs proposed for deployment under this RFP shall comply with all the guidelines as and when issued by RBI, IBA, NPCI/NFS, UIDAI guidelines, any other authority/regulatory, GOI guidelines. In future, if RBI or any other regulatory authority issues guidelines for development / implementation of more options in regional languages, the same should be provided to the bank 'without any additional cost' under warranty period of 3 years. After 3 years i.e. during AMC, it will be done on mutually agreed terms	We request bank to confirm a list of the compliances applicable for ATMs that bank may be aware of as likely to be applicable over 3 years of warranty period for ATMs to be deployed under this RFP; also considering the deployment itself may be over a period of a few months & warranties start from go-live dates of respective ATMs. Alternatively, bidder shall ensure compliances as on date of submission of RFP bid; and all subsequent regulations shall be complied with, if feasible, on mutually agreed terms and conditions, including incremental commercials, if any. We request Bank to modify this clause accordingly.	No Change in RFP clause
240	91		8 7.29. ANNEXURE C: SCOPE OF WORK	Bidder should ensure that ATM provided to Bank should have TLS 1.2 Solution implemented without any extra cost and any upgrade to the TLS higher version has to be done by the bidder during the contract period without any additional cost to the Bank	Bidder shall comply with regulations as of date of bid submission. Any subsequent changes or new compliances shall be implemented, if feasible, on mutually agreed terms and conditions, including incremental commercials, if any. We request Bank to modify this clause accordingly.	No Change in RFP clause
241	92		21 7.29. ANNEXURE C: SCOPE OF WORK	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. For eg. Anti-skimming device, EMV, cassette swap. TSS, TLS, Voice Guidance Support in all major Regional Languages for the visually challenged, Cyber Security controls for Third Party ATM Switch Application Service Providers , E-surveillance, OTC locks & Grouting etc	We wish to point out that cyber security controls for 3rd-party ATM switch is a matter between Bank and its ATM Switch provider; and that bidder/vendor has no role in ensuring this compliance. We request Bank to drop this part of this clause.	Clause amended as under: 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. For eg. Anti-skimming device, EMV, cassette swap. TSS, TLS, Voice Guidance Support in all major Regional Languages for the visually challenged, E-surveillance, OTC locks & Grouting etc
242	93	26), 29) c) & e), & 30) iv)			There are references to cash deposit which are incorrect in the context of ATMs. We request Bank to remove & correct these clauses.	reference of cash deposit remove from the RFP Document
243	96	35.i	Consumables and Stationery	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 ATM machine. However, in case of statutory guidelines by regulatory authorities same has to be supplied / installed in the machine without any extra cost to Bank.)	Bidder shall comply with regulations as of date of bid submission. Any subsequent changes or new compliances shall be implemented, if feasible, on mutually agreed terms and conditions, including incremental commercials, if any. We request Bank to modify this clause accordingly.	No Change in RFP clause
244	99	38)	Testing	The successful Bidder/s should provide one Cash Dispenser with same quoted model, configuration and features as mentioned in the RFP at our Data Centre for testing purpose without any cost to the Bank. Test Cash Dispenser should be live and functional all the time and no engineer visit charges will be paid to make it operational at any time.	We request bank to bear the cost of test machine along with AMC for the same as that is also cost to bidder. We request Bank to modify this clause accordingly.	No Change in RFP clause
245	100		41 Site Maintenance & Housekeeping	Optional for Offsite Locations	We request the bank to clarify: 1) We don't find any requirement for sites implementation services, even for any proposed Offsites. We believe that Bank doesn't want any sites implementation services from bidder/vendor for bank-designated ATM sites (onsite or offsite). Please confirm. 2) If Site Maintenance & Housekeeping services are expected to be provided for - even as Optional for some sites - there is NO corresponding item listed in the Commercial Bid format. We request Bank to add that line item in the Commercial Bid format - similar to Cash Management Services - which are also optional - but have a separate line item to quote for in the Commercial Bid.	Necessary Amendment made in Annexure A Commercial Bill of Material
246	103		10 7.30 Eligibility Evaluation Compliance	Bidder to submit declaration in this regard duly certified by CA.	We wish to bring to bank's attention that CA firms are unlikely to issue such certificates related to legal proceeding or any enquiries/investigations. Hence, we request Bank to ask for bidders to submit only a self-declaration to this effect.	Clause amended as under: Bidder to submit declaration in this regard duly certified by CA or company secretary
247	105	7.31.b	ANNEXURE E: PAYMENT TERMS	99% of the value of the ATM will be paid within 30 days after successful delivery, Installation & commissioning of ATM and submission of installation report and acceptance certificate duly acknowledged by designated authority of Bank and after imparting training to staff on cash management & FLM support.	We request bank to make 100% payment as keeping 1% pending is avoidable complication for both Parties to keep track of. Bank has enough other measures under the RFP to ensure bidder / vendor delivers all obligations. We request Bank to modify this clause accordingly.	No Change in RFP clause
248	105	7.31.f	ANNEXURE E: PAYMENT TERMS	Payment for AMC will be made quarterly in arrears on submission of invoices and upon successful completion of the performance obligations for the previous quarter	We request bank to pay AMC on monthly basis. We request Bank to modify this clause accordingly.	No Change in RFP clause

249	106	7.32.2	ANNEXURE F: PROJECT TIMELINES	UAT acceptance Testing of the ATM machine	We request bank to allow 4–6 weeks of time for UAT in Bank's Switch environment. We also wish to bring to Bank's notice that obtaining brand certifications from card organisations like NPCI Rupay, Visa, Mastercard etc. shall be Bank's responsibility with bidder/vendor only assisting their testing processes. Bidder/vendor shall not be held liable for any delays due to such certifications attributable to the Bank or such 3rd-parties. We request Bank to modify this clause accordingly.	No Change in RFP clause
250	106	7.32.3	ANNEXURE F: PROJECT TIMELINES	Delivery, Installation and Commissioning of ATM Machine with training to staff and cash live.	We request bank to allow 8–10 weeks of time. We also request Bank to allow for 12 weeks for locations in distant northern and north-east part of India. We request Bank to modify this clause accordingly.	No Change in RFP clause
251	108	7.33	7.33.ANNEXURE G: SERVICE LEVEL REQUIREMENTS	If the bidder fails to complete the delivery, installation and commissioning within the said period, then liquidated damages @ 3% of the ATM Price will be charged for every week's delay subject to maximum of 10 % of the ATM 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	We request bank to revise the LD to 0.5% of the specific ATM per week of delay subject to a maximum of 10% of the ATM price.	No Change in RFP clause
252	109	7.33	7.33.ANNEXURE G: SERVICE LEVEL REQUIREMENTS	vi.Penalty for Housekeeping (for offsite location): - The Vendor shall ensure maintenance of all the ATM sites under the proposed contract. The site should be stain free, dust free and the vendor shall ensure the proper ambience of the site. If Vendor is unable to do so for any reason, bank will impose a penalty @ Rs.1000/- for each location per instance per day.	We request the to reduce this penalty to INR 100 per day. INR 1000 is unreasonable as it is much more than the cost of monthly services.	No Change in RFP clause
253	111	4.1	Screen Specification	15"LCD with Touch screen and 8 function keys .(Function Keys are optional , may be provided with Touch screen)	We request bank to insist upon FDKs as mandatory as it is very important as these ATMs are used by certain citizens who may not be able to use touch screens and are used to pressing buttons including using the EPP which is again not a touch based solution. FDKs provide ease of usage to senior citizens. We request Bank to allow for 12 weeks for locations in distant northern and north-east part of India. We request Bank to modify this clause accordingly.	No Change in RFP clause
254	15	3.17	Contract Period	The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days prior notice.	We request the Bank to remove this clause. In case bank still wish to continue with this clause, Bank should provide the detail of escalations and 90 days of curing time to address the escalations. The termination period should not be less than 90 days. The termination for convenience is recommended for both parties. Request Bank to consider the termination period be of 90 days	No Change in RFP clause
255	17	3.22	MII	Preference for Public Procurement (Preference to Make in India):	Please clarify in details.	Guidelines available as public document
256	20	3.35	Repeat Orders	Bank of Maharashtra reserves the right to place repeat order/s to the extent of +25% of original order both in terms of quantity and amount on the bidder under the same terms and conditions within a period of two years from the date of acceptance of first purchase order by the bidder The bank reserves the right to re-negotiate the price with the bidder in case of downward revision of the prices.	We request Bank to fix the price for 1 year only.	No Change in RFP clause
257	20	3.34	Exchange Rate Variation (ERV)	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%.	We request bank that the prices accepted by Bank shall be increased or decreased in repeat order if the ERV is more than 2% instead of proposed 5% i.e. if dollar variation is +/- 7% than prices may increase /decrease by 5%.	No change in RFP Clause
258	25	6.1	Performance Bank Guarantee	The successful bidder should furnish a Performance Bank Guarantee to the extent of 10% (or as applicable during the period of contract as per Govt guidelines) of the value of the contract within 30 days of the date of receipt of the purchase order/indent. The Performance Bank Guarantee has to be submitted in the format as per Annexure 11. The performance guarantee would be for the entire period of the Contract plus 6 months. If the Performance guarantee is not submitted, the Bank reserves the right to cancel the contract. The Performance Guarantee would be returned to the bidder after the expiry or termination of the contract. The limit of PBG of 10 % is as per guidelines of Ministry of Finance, Department of Expenditure Procurement Policy Division (No. F.1/2/2023-PPD) dated 03.04.2023 which are applicable to all tenders/ contracts.	Request Bank to differentiate the BG for Products and Services. We propose following points related to BG. For Sale of Assets, BG should be applicable only for the Warranty Period. + 60 days only. This is in line with Government's "Manual for Procurement of Goods" updated in June 2022 (6.1.3 Warranty Bank Guarantee). For Services, BG should be 3% of Annual Contract Value of services portion only, to be renewed annually. This will ensure that the vendors have sufficient working capital to support the operations. Issuing Banks are reluctant to issue the long term BGs. In absence of any guideline, bidder recommends that bank should continue with 3%, unless otherwise agreed between the parties .	No Change in RFP clause

259	26	6.17	Change Management	<p>Changes to business applications, IT components and facilities should be managed by change management processes to ensure integrity of any changes.</p> <p>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.</p> <p>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. Also, software replacements are done in a planned manner to ensure that no downtime is required on this account impacting customer services.</p>	All futuristic upgradations which includes any new type of Hardware (with associated software /drivers for that Hardware) in the endpoint should be done on a mutually agreed price between the Bank and the vendor. New ATMs will supplied with current regulatory guidelines. Request Bank to consider the same.	No change in RFP Clause
260	26	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	Certain field services like house keeping , R & M, FLM etc may require the vendor replacements frequently based on the service quality. So field services be excluded from the written consent	No Change in RFP clause
261	29	6.26	Termination	The Bank shall be entitled to terminate the agreement with the bidder at any time by giving Thirty (30) days prior written notice to the bidder without assigning any reason	The bidder's proposal is based on the fundamental assumption that this contract will live its full term. Having this clause essentially means this contract is valid for 30 days only, the cost of which from bidder's perspective is very high . We recommend that Bank in such case pay the termination fee to the Bidder.	No Change in RFP clause
262	31	6.33	Liquidated Damages	Liquidated Damages/ Penalty for delay in commissioning	<p>Request Bank to consider 1% LD per week of particular CD delivery subject to maximum deduction of 2%.</p> <p>Bank to modify Week in 7 days instead of 3 days as per Calendar.</p> <p>Request Bank not to deduct any amount without proper intimation to service provider along with 1 week notice consists of 7 days.</p> <p>Request Bank to consider a sum of Rs 500/- per day up to maximum deduction of 2% of the particular CD.</p>	no Change in RFP clause
263	32	6.34	Indemnity	The overall liability for (i), (ii) and (iii) of this clause shall be subject to limit agreed between the parties under clause 6.36of the RFP.	Bidder would not have access to any data of Bank , in any case , if this has to be part of the agreement , Bidder can only agree to cost of restoration of last available data provided, Bank to take it back up of data on regular basis.	No Change in RFP clause
264	33	6.35	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. 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>Request Bank to incorporate "Strike" under Force Majeure as it is not under anyone's control.</p> <p>Request bank to look into the termination point as under Force Majeure circumstances no agreement can be terminated.</p>	No change in RFP Clause
265	40	6.51	Minimum Wages	The bidder hereby agrees and undertakes that during the subsistence of this agreement it will not employ any personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948. In this effect, bidder has to submit undertaking on their company letterhead signed by authorized signatory.	Bidder will ensure to follow minimum wages at the time of SLA execution. Any further revision of commercial terms and condition will be mutually agreed between Bank & Vender.	No change in RFP Clause
266	44	6.68	Implementation (Delivery, Installation and Commissioning)	The Bank reserve rights to staggers the deliveries depending upon readiness of sites at various locations. The Bidder shall be responsible for delivery, installation, Commissioning of the ATMs ordered at all the sites and for making them fully operational at no additional charge within 8 weeks from the date of delivery instruction for locations. Bidder is required to obtained necessary road permits wherever required. However, Bank will provide any letter, if required by bidder to carry out the task.	Request Bank to modify timeline to 10 weeks (7 days a week). In case of North East and remote locations, the additional 2 weeks to be considered.	No change in RFP Clause
267	81	7.24 - Annexure 25	FORMAT FOR LOCAL CONTENT	<p>This is to certify that proposed Product_____is having the local content of _____% as defined in the above-mentioned RFP.</p> <p>This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P45021/2/2017-PP (BE-II) dated June04, 2020.</p>	Please clarify the exact content to calculate TCO	RFP clause is self explanatory
268	81	7.24	FORMAT FOR LOCAL CONTENT	CERTIFICATION FOR LOCAL CONTENT	Please clarify if ANNEXURE 23 (local content certificate) is to be obtained from Statutory Auditor or Chartered Accountant	The certificate of Local Content should be obtained from Statutory Auditor.
269	88	7.27 - Annexure A	COMMERCIAL BID FORMAT	The cost of Cash management services should be inclusive of applicable MHA guidelines on cash management services and RBI guidelines on Cassette Swap.	MHA & Cassette Swap will be applicable as per CRA infrastructure availability in State to State as per CLA.	No Change in RFP clause

270	91	7.28- Annexure C- Scope of Work	Project Scope	The ATMs proposed for deployment under this RFP shall comply with all the guidelines as and when issued by RBI, IBA, NPCI/NFS, UIDAI guidelines, any other authority/regulatory, GOI guidelines. In future, if RBI or any other regulatory authority issues guidelines for development / implementation of more options in regional languages, the same should be provided to the bank 'without any additional cost' under warranty period of 3 years. After 3 years i.e. during AMC, it will be done on mutually agreed terms.	Since the futuristic control regulatory changes are not known, should there be any changes in such guidelines etc., the same will be complied after mutual discussion with Bank for additional commercials.	No change in RFP Clause
271	93	7.29. ANNEXURE C: SCOPE OF WORK Project Scope	29) Cash Reconciliation/Management (For Location wherever cash management is entrusted to bidder):	b) Upon reconciliation if difference is observed, the Vendor will be responsible for reconciliation of cash and resolution of all related complaints received from customers. The cash shortage under this model has to borne by the Vendor.	Ok but We would required 5-7 working days to resolve reconciliation queries and 2 working days for customer complaint from the time we received query from Bank.	The TAT for dispute resolution is 3 days from the date of receipt of request from Bank
272	93	7.29. ANNEXURE C: SCOPE OF WORK Project Scope	29) Cash Reconciliation/Management (For Location wherever cash management is entrusted to bidder):	1) C3R will be share on T+1 by 7PM. Bank to reconcile and raise concerns if any with recon team 2) We require 5-7 working days to work upon on shortage cases 3) We require Switch and CBS data for each shortage query along with switch response codes 4) Want to understand here from bank. Are they asking for FCR report from engineer for suspense transactions report or anything else.	1) C3R will be share by DN on T+1 by 5PM. Bank to reconcile and raise concerns if any with recon team 2) We require 5-7 working days to work upon on shortage cases 3) We require Switch and CBS data for each shortage query along with switch response codes 4) Want to understand here from bank. Are they asking for FCR report from engineer for suspense transactions report or anything else.	RFP clause is self explanatory
273	96	32 iii	AMC & Second Line Maintenance of equipment's	Supply, installation and replacements of original spare parts (OEM make only) including all consumables due to any breakdowns, thefts, voltage fluctuation, earthing related, electrical fluctuations, short circuit, rodent attacks, etc. will be borne by Bank at the cost quoted by the bidder as per the commercials	Damaged/ Faulty parts due to vandalism, short circuit, voltage fluctuation, electrical malfunctioning, destruction, theft, burglary, any natural calamities situation etc. are not covered under comprehensive AMC and shall be chargeable to the customer. Request Bank to amend this clause accordingly.	RFP clause is self explanatory
274	101		42 Insurance (wherever cash management is managed by the bidder)	(a) The Vendor should ensure that the cash of the (a) Bank handled by them in the vault/in transit/in ATM s adequately insured with the bank as beneficiary. (If cash management service is provided by Vendor) (d) In case of any cash Loss, the Vendor should reimburse the loss amount to the Bank immediately, without waiting for settlement of Insurance claim (e) n the event if any of the ATM 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	(a) Since the ownership of ATM will be with bank, the bidder will not be able to take insurance. Hence request bank to have insurance at your end, and exclude vandalism, damage due to natural calamities from bidders scope. Force majeure also to be considered. (d) Bidder proposes to include below text for absolute clarity on cash loss -: " Bidder shall be liable for all cash losses incurred/sustained by the Bank during the period cash is in the custody and control of CIT Company i.e. from the time the cash is received by CIT Company (Cash in Transit or in CIT Vault) till such time it is deposited in ATM. Once cash is loaded and updated in ATM liability of Bidder will be over and therefore, Bidder no longer shall be responsible for the cash loss unless such cash loss from ATM is conclusively proved to be caused by CIT Company representatives in the performance of services. (e) Bank will be liable unless damage caused to ATM is solely caused by Bidder.	RFP clause is self explanatory
275	107		7.32 ANNEXURE F: PROJECT TIMELINES	1. UAT acceptance Testing of the ATM machine 2-3 weeks from date of acceptance of the purchase order by the Successful Bidder 2. Delivery, Installation and Commissioning of ATM Machine 3 weeks from date of intimation of readiness of site in phases by the Bank	Completing UAT in 2 -3 weeks from date of acceptance of Purchase Order is only not depended on Bidder, there are involvement of switch level changes as well. The time period should be reviewed and finalized after discussion with successful bidder. 3 weeks is very less to delivery, Installation & commissioning of machines. We request bank to consider minimum 8 - 10 weeks time for delivery of machines as road permits have also the acquired for the same.	No Change in RFP clause
276	108	7.32. i	Penalty for downtime	The payment of 28 days will be made on pro rata basis by deducting applicable penalty as mentioned above.	Double penalties are being deducted. First for not meeting 98% and 2nd for number of days when are down are being deducted from monthly calculation. We request bank to remove this clause.	No Change in RFP clause

277	108	7.32. i	Penalty for downtime	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.	We request bank to provide exclusion for below scenarios as they are beyond our control i. Supervisory time ii. Bank dependency, actual downtime due to cash out on account of non-supply/less-supply of cash by the Bank iii. Bank dependency, actual downtime on account of ATM switch downtime iv. In case of non-availability of connectivity for reasons solely attributable to the Bank, where bank provided connectivity is not available, this exclusion shall be available. v. Core Banking Solution Host outages vi. Any other cause directly affecting the downtime solely attributable to Bank's infrastructure including power outages vii. Lobby or captive ATMs not accessible beyond banking hours viii. Remote Branches – closed due to power or infrastructural issues ix. Closure is enforced by law enforcement / Police authorities x. Non availability of branch person to clear the cash Jams/ cash out xi. Any other exclusion agreed by the bank	No Change in RFP clause
278	15	3.17	Instructions To Bidders - Contract Period	Contract Period The period of contract will be for 7 years from the date of successful go live of machine or acceptance by the Bank. 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.	There are no grounds of termination available for vendor in case vendor is constrained or desires to terminate due to reasons attributable solely to Bank. Elaborate unilateral termination rights are only available to bank. Vendor also must have right for termination in case of delay or non-payment by Bank or other reasons attributable solely to Bank.	No change in RFP Clause
279	26	6.22	Rules for responding to this tender document -	Protection of Reputation: It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the bidder against its services. bidder undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice	An amount of penalty to be discussed with Bank and Bank cannot assess the amount of penalty as it deems fit.	No change in RFP Clause
280	29	6.28	Rules for responding to this tender document - Intellectual Property Rights	Intellectual Property Rights	Suggest addition of below mentioned clause to safeguard IPR of Bidder: "Each Party shall retain all rights, title and interest in and to its Intellectual Property, and nothing shall or shall be construed to restrict, impair, transfer, license, convey or otherwise alter or deprive either Party of any of its rights or proprietary interests therein".	No change in RFP Clause
281	32	6.34	Rules for responding to this tender document - 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	The word "Indirectly" is not acceptable and to be removed.	No change in RFP Clause
282	33	6.36	Rules for responding to this tender document - Resolution of Disputes	All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. In case of Non settlement, the higher authorities of both the parties will intervene and negotiate amicably. However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Pune. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.	Clause may be suitably modified as under: -: All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. In case of Non settlement, the higher authorities of both the parties will intervene and negotiate amicably. However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator mutually appointed by both parties. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Mumbai. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.	No change in RFP Clause
283	34	6.39	Rules for responding to	Limitation of Liability	Open ended liability not acceptable and it should be capped.	No change in RFP Clause
284	41	6.56	Rules for responding to this tender document - Arbitration	Arbitration: All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator. However, in case non-consensus on Sole Arbitrator within 15 days, each party will appoint one Arbitrator	Clause may be suitably modified as under: - All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator mutually appointed by both Parties. However, in case non-consensus on Sole Arbitrator within 15 days, each party will appoint one Arbitrator	No change in RFP Clause
285	50	7.4 – Annexure 4 - NON-DISCLOSURE AGREEMENT	Annexure 4	Governing Law, Resolution of Disputes:	Suggesting the venue of Arbitration as "Mumbai" and sole arbitrator shall be appointed by mutual consent of both the Parties	No change in RFP Clause

286	99	36-xiii.	Networking for ATM Connectivity:	Networking of onsite ATM to the ATM switch at Bank's DC and DR site will be provided by Bank through branch LAN/ WAN Switch & router and network of Offsite ATM through various modes like VSAT & CDMA need to be provided by vendor. Banks already have backhaul connectivity for this.	Please clarify if VSAT/ CDMA to be provided by the bidders as same does not constitute the part of Commercial format	Clause amended as under: VSAT/CDMA to be provided by the bidders. Commercial Bill of material is revised
287	104		7.3 ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE	Either the bidder/SI on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously.	Request Bank to allow minimum of 3 MAFs from respective bidders so as to attract more participation	No change in RFP Clause
288	110		7.33 ANNEXURE H: TECHNICAL SPECIFICATIONS	1.6 Bidder should provide Cash Dispensers with latest OS (In case of Windows, the same should be Windows 10 or higher Operating System and In case of Linux OS, the same should be latest version with latest service) . Bidder is responsible to upgrade the OS of Cash Dispensers or higher version before expiry of extended support at no additional cost during both warranty and AMC period. Further, Bidder should ensure that on upgradation, there should be no disruptions of service and no performance related issues faced.	Such upgradation be enforced only if mandated by Regulator and the cost be reimbursed at mutually agreed commercials	No change in RFP Clause
289	10		3 Instructions to Bidders	3.1. Two Bid System Tender The Technical Bid and Commercial bid must be submitted at the same time as per the norms of GeM. Important: The eligibility credentials, financial reports & product information brochures shall be distinctly attached and the technical bid shall be submitted in an orderly manner failing which the bids may not be considered acceptable	Require Clarification whether Hard copy of the Bid document need to submit separately and also online bid submission need to done through GeM portal.	Bid submission is done through GeM Portal. Only Document on Stamp Paper i.e Pre Contract Integrity Pact, NDA PBG etc. Power of Attorney/ Board Resolution need to send on Hard Copy form.
290	26	6.17 Change Management	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	Bidder would provide all the regulatory patches as on the day of PO. Any future requirements would need to be mutually agreed.	No change in RFP Clause
291	31	6.33.	Liquidated Damages	If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company. Monday to Saturday will be considered as a week. Part of week will be treated as a week for this purpose. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.	Please consider: If the bidder fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 3% of the complete fails part to deliver -contract amount until actual delivery or performance, per week or part thereof (3 days will be treated as a week); and the maximum deduction is 10% of the contract price. Once the maximum is reached, the Bank may consider termination of the contract. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company. Monday to Saturday will be considered as a week. Part of week will be treated as a week for this purpose. However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.	no Change in RFP clause
292	92	7.29. ANNEXURE C: SCOPE OF WORK-	Project Scope Point no 20	ATMs 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	Regular wear and tear needs to be considered here and any hence we would request to keep this under need based on mutually agreed terms.	No change in RFP Clause
293	93	29) Cash Reconciliation/Management (For Location wherever cash management is entrusted to bidder)	Point no g	Compliance to RBI MHA & CC swap should to be implemented	As per the current scope Cash services are not part of the RFP. In future if the same is provided to the selected bidder compliance would be adhered as per the guidelines then.	RFP clause is self explanatory
294	95	31)	ONE TIME COMBINATION LOCK (OTC) SOLUTION	ONE TIME COMBINATION LOCK (OTC) SOLUTION	The cost to be approved by the bank for the replacement of 9 Volt batteries of S&G Lock if the procurement is under bidder's scope.	Cost of 9 volt batteries of S&G lock as and when replaced shall be borne by the Bank.
295	96	33) Centralized Electronic Journal (EJ) pulling, Software & Content distribution at ATM	Point No iv	Cos 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 would request the Bank to consider. As the cash loading will be managed by the Bank any mishandling or technical error resulting in lock issues will be chargeable.	RFP clause is self explanatory
296	96	33) Centralized Electronic Journal (EJ) pulling, Software & Content distribution at ATM	Point No viii	Implementation of hardware and software level Configuration changes including cassette configurations / IP configuration changes wherever required/ necessitated without any extra cost to Bank during contract period	Any changes post installation would be need to borne by the Bank on mutually agreed terms.	No change in RFP clause

297	97	33) Centralized Electronic Journal (EJ) pulling, Software & Content distribution at ATM	Point No V) c)	Centralized content distribution to all ATM within 2 days after Bank provides creative, new/additional ATM screen sets & audio files etc. and provides details of Successful and unsuccessful upload of the same in ATM. In case it is not possible to distribute the screens through centralized mode due to size of files or any other issue, the Vendor should update the same by sending engineer onsite without any cost to Bank.	Bidder to support for screen distribution. The Bank needs to consider the size of the files to be pushed centrally.	RFP clause is self explanatory
298	98	35) Consumables and Stationery:	Point No 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	We would request the Bank to share transaction data basis which consumable would be indented and supplied.	To be Shared with successful bidder
299	100	41) Site Maintenance and House Keeping services (Optional for off-site location)	Site Maintenance and House Keeping services Optional for off-site location)	Site Maintenance and House Keeping services Optional for off-site location	As this is an optional service. Before takeover of Site Maintenance the bank to ensure all items are checked and in working condition duly acknowledged by both parties.	RFP Clause is self-explanatory
300	101	42)	Insurance (wherever cash management is managed by the bidder)	b) Insurance coverage should be equivalent to the actual value of cash being handled at each Vault location and / or in Transit and / or in ATM.	Insurance for Cash in ATM clause needs to be under Bank's perview. Request you to change the clause accordingly.	Insurance for the cash handled by the bidder in offsite locations has to be done by the bidder
301	102		4 ANNEXURE D: ELIGIBILITY EVALUATION COMPLIANCE	Proof for the production unit / factory of the brand of ATMs having ISO 9001:2008 / 9001:2015 certification. Relevant proof should be submitted	How about factory environment responsibility? Please request for ISO 14000 & BIS Certificate from bidder/OEM.	Clause amended as under: Proof for the production unit / factory of the brand of ATMs having ISO 9001:2008 / 9001:2015 and ISO 14001:2015 certification. Valid certificates in support of both ISO 9001 & ISO 14001 certifications should be submitted.
302	103	ELIGIBILITY CRITERIA COMPLIANCE TABLE	Point No 6	Bidder should have experience in deploying/ undertaking the activities of Managed Services/ undertaking the activity of Cash replenishment services for at least 500 ATM/ CD/ BNA/ Cash Recyclers cumulatively in India in any of the BFSI institution in last three years from the date of issuance of this RFP.	Bidder request would like to revise the clause- Bidder should have experience in deploying/ undertaking the activities of Managed Services/ undertaking the activity of Cash replenishment services for at least 500 ATM/ CD/ BNA/ Cash Recyclers cumulatively in India in any of the BFSI institution for atleast three years as on 31st March 23.	No change in RFP Clause
303	108	Liquidity damage/Penalty for delay in commissioning	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	If the bidder fails to complete the delivery, installation and commissioning within the said period, then liquidated damages @ 3% of the ATM Price will be charged for every week's delay subject to maximum of 10 % of the ATM 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	The Penalty for delay should be Rs 1000 per week.	No change in RFP Clause
304	108	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. 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%)/98%)*100=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.	Bidder recommends list of standard exclusions and regulatory/MHA compliances exceptions should be defined and penalty should be levied as per uptime/downtime percentage slab (Upto 98% Nil, 98%-96% - 2% of billing, 96%-94% - 4% of billing, 94%-92% - 6%, Less than 92% - 90% - 8%, Less than 90% - 10%. As there are multiple penalties applicable on the various services listed we would request the Bank for a overall capping of 5% of billing.	No change in RFP Clause
305	108	ii. Penalty for Cash Out (applicable for offsite locations and machines were cash management is handled by the bidder):	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	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.	Bidder recommends cash out penalty should be revised to Rs 500 per instance. Post exclusion & dependency	No change in RFP Clause

306	108	iii. Penalty for non-supply of consumables/ Low quality consumables: -	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	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.	Bidder recommends consumable penalty should be revised to Rs 100 per instance. Post exclusion & dependency	No change in RFP Clause
307	108	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 card holder	Bidder recommends EJ penalty should be revised to Rs 100 per instance. Post exclusion & dependency	No change in RFP Clause
308	109	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.	Bidder recommends images penalty should be revised to Rs 100 per instance. Post exclusion & dependency	no Change in RFP clause
309	109	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.	Bidder recommends HK penalty should be revised to Rs 250 per instance. Post exclusion & dependency	No Change in RFP clause
310	109	vii. Monthly Management review by Vendor	7.33. ANNEXURE G: SERVICE LEVEL REQUIREMENTS	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.	Bidder recommends the date of submission of Management Review of the performance of ATMs installed and submit a summary report with detailed analysis to Bank by 7th working day of succeeding month	No change in RFP Clause
311	95	31	ONE TIME COMBINATION LOCK (OTC) SOLUTION	iii. The Bidder shall make necessary configurations and operationalize OTC Lock. The bidder shall provide training to branch officials for day to day operations.	Request the bank to consider OTC service only for the ATMs where cash management services will be done by the bidder.	No change in RFP Clause
312	108	7.33. ANNEXURE G	SERVICE LEVEL REQUIREMENTS	Liquidity damage/Penalty	Request the bank to cap all penalties and deductions to 3% of the monthly invoiced amount.	No Change in RFP clause

Sr. No.	General Query related to RFP	Comment / Suggestions	Bank's Response
1	General Query	Recommendations: Request bank to include in CD/ATM specification a Cash exit device what can detect if the shutter is not blocked before start the dispensing process. If the CD/ATM detect the exit is blocked shall revert the transaction immediately without any bank note movement.	No change in RFP Clause
2	Penalty capping	Request bank to cap penalty ATM wise per month maximum to 5%	No change in RFP Clause
3	Onsite/Offsite	Request bank to provide onsite offsite breakup	To be shared with successful bidder
5	Clarification on TCO	Managed Services - Kindly confirm what all services will be considered under Managed Services	RFP clause is self explanatory
6	In case OEM participating directly, is he allowed to provide his MAF to another bidder?	Request bank to also allow OEM to share its MAF to multiple bidders.	No restriction in the RFP for MAF
7	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.	This clause needs to be reworded	No change in RFP Clause

8	<p>6.22. Protection of Reputation</p> <p>It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the bidder against its services. Bidder undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice</p>	<p>Internal NCR comment to banking /sales/Deal desk- Please note NCR cannot pay the penalty for the loss of reputation/goodwill. Request the bank to remove it as reputational loss is a subjective term and assessment of penalty by the bank without any limit is not agreeable. No indemnification can be provided for such notional loss.</p>	No change in RFP Clause
9	<p>6.24. Cancellation of Contract and Compensation</p> <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> <ul style="list-style-type: none"> •The selected bidder commits a breach of any of the terms and conditions of 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. <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>Cancellation of contract should be based on certain quantitative analysis and not just because of breach of any terms and condition. Also bank should provide atleast 30-60 days of cure period and additional notice period of 30 days before cancelling the contract. Bank having the right to get the contract executed by another party is a risk to NCR considering NCR spends lot of money and time in arranging the resources for the contract. Recovering of dues from any outstanding amount without approval of NCR is not valid or agreeable.</p>	No change in RFP Clause
10	<p>6.28. Intellectual Property Rights</p> <p>All Intellectual Property Rights in the Deliverables (excluding Pre-existing Material or third party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by Bank. In the event that any of the Deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.</p> <p>Notwithstanding the above, any intellectual property developed by a Party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.</p> <p>Residuals. The term "Residuals" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their assignment with the Bank.</p> <p>Other than as agreed hereinabove, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or products (including third party) from one party to the other party with respect to work product, Deliverables or Services agreed under this Agreement.</p>	<p>IPR owned by NCR will be the property of NCR only. Any derivative or IPR cannot be assigned to bank. Bidder cannot assign to Bank, all rights, title and interest in and to the Deliverables or work product and all Intellectual Property Rights therein.</p>	No change in RFP Clause

11	<p>Indemnity</p>	<p>Indemnity should be capped to the contract value of the respective services. Request the Bank to include the NCR Standard Indemnity Provision. Please refer to the indemnity provision stated under the sheet: NCR Standard Indemnity.</p> <p>(Comments : Note to NCR Business Team: The indemnity requested by the Bank is NCR Non standard and very broad. It is beyond third party claims. To be approved by RVP Sales, Services CFO and Industry Counsel.</p> <p>1. The indemnity should be limited to suit or legal proceeding filed by a third party against the Bank due to NCR's negligence or wilful misconduct resulting into bodily injury or death, damage to tangible property, IP Infringement, wrongful or unauthorized use of confidential information.</p> <p>2. The Bank should provide prompt notice and allow the Bidder to take control of the defense and settlement by appointing its legal counsel, provide necessary information to the Bidder for defending the claim and complying with the court's order.</p> <p>3. Bidder's aggregate liability under the Agreement during the entire term of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) for any amount greater than the total fees and charges charged by Service Provider during the preceding 12 months.</p> <p>4. The bidder should not be liable for any indirect, incidental, consequential, special, or punitive damages; loss of profits or revenue; or loss of reputation, goodwill, time, opportunity, data, or access to data.</p> <p>Hence, It is proposed that NCR Standard Indemnity be included in the Agreement.)</p>	No change in RFP Clause
12	<p>6.39.Limitation of Liability</p> <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.</p> <p>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.</p> <p>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 this RFP) against bidder.</p>	<p>Under no circumstances shall either party be cumulatively liable to the other under the Agreement or the RFP during the entire term of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) for any amount greater than the total fees and charges charged by Service Provider during the preceding 6 months for the product or services giving rise to the claim or liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY, OR OTHERWISE, ARISING UNDER OR RELATED TO THIS AGREEMENT OR ANY ORDER, FOR: (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES; (B) LOSS OF PROFITS OR REVENUE (OTHER THAN IN AN ACTION BY NCR TO RECOVER AMOUNTS OWED); OR (C) LOSS OF REPUTATION, GOODWILL, TIME, OPPORTUNITY, DATA, OR ACCESS TO DATA. 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.</p>	No change in RFP Clause

13	<p>6.54. Source Code (If applicable)</p> <p>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.</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 not its proprietary software, then the Bidder must submit evidence in the form of agreement it has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Bank.</p>	Internal NCR comment to banking /sales/Deal desk- Please check if it is acceptable	No change in RFP Clause
14	<p>Audit and Inspection of Record</p> <p>All Bidder records with respect to any matters covered by this tender shall be made available to Bank or its designees, including RBI Inspectors / auditors at any time during normal business hours, as often as Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors or its designees would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to Bank, which would be used by Bank. The cost of the audit shall be borne by Bank. The scope of such audit would be limited to Levels being covered under the contract, and financial information would be excluded from such inspection, which shall be subject to the requirements of statutory and regulatory authorities.</p> <p>Bank, its representative, RBI and Government Agencies shall have all the rights to carry out the VAPT (Vulnerability and penetration testing) or other system Audit for the service offered under this RFP. Vendor should fully cooperate in complying with the observations pointed out in any Audit.</p>	(Comments: To be reviewed and approved by Global IT Security Team.) Bank should provide resonable notice before conducting audit, if any acceptable by bidder	No change in RFP Clause
15	A certificate signed by the CFO / Company Secretary of the Company should be submitted before the Pre-Delivery inspection confirming that all the components / parts/assembly software used in the Self Update passbook printer Kiosk are original new ones and no refurbished/ duplicate / second hand components/ parts/assembly/software are used	Company Secreaty cannot provide the certificate for components. He is an incompetent authority and hence his certificate is not valid.	Clause amended as under: A certificate signed by the CFO of the Company should be submitted before the Pre-Delivery inspection confirming that all the components / parts/assembly software used in the Self Update passbook printer Kiosk are original new ones and no refurbished/ duplicate / second hand components/ parts/assembly/software are used