

Sr. No.	Page No.	Clause No.	Clause	Query	Bank's Response
1	21	Chapter 3 - Instructions to Bidder	Clause no. 3.12 (i) - Failure to furnish all information required by the bidding documents or submission of bid not substantially / conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.	Requested Changes :-Bank to provide a cure period of 7 days to make necessary corrections.	As per RFP
2	23	Chapter 3 - Instructions to Bidder	Clause no. 3.12 (i) - Failure to furnish all information required or submission of an RFP not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of the Bid. If any information / data / particulars are found to be incorrect, bank will have the right to disqualify / blacklist the company and invoke the Bank Guarantee/ forfeit the EMD.	Requested Changes :-Bank to provide a cure period of 7 days to make necessary corrections. Further Bank shall not blacklist the company and invoke the Bank Guarantee/ forfeit the EMD.	Clause no. 3.12 (i) wrongly quoted. As per RFP
3	24	Chapter 3 - Instructions to Bidder	Clause no. 3.16 - Right to accept any Bid and to reject any or all Bids	Requested Changes :-Bank to provide a cure period of 7 days before rejecting bid.	As per RFP
4	31	Chapter 3 - Instructions to Bidder	Clause no. 3.26 - Earnest Money Deposit (EMD)	Requested Changes :- Bank shall not forfeit the EMD without mutual consent of Bidder.	As per RFP
5	32	Chapter 3 - Instructions to Bidder	Clause no. 3.27 (viii) - Performance Bank Guarantee (PBG) (ii) The Selected bidder, within 15 days from the date of issuance of Purchase Order will have to furnish a Performance Bank Guarantee to be issued by any scheduled commercial bank (other than Punjab & Sind Bank, RRB and Cooperative bank) equivalent to 10% of total cost of project for 72 months (i.e. 60 months validity with 12 months claim period from the date of issuance of Purchase Order).	Requested Changes :- We request bank to consider PBG 3% of TCO	As per RFP
6	54	Cash Services A. CASH REPLENISHMENTS AND FORECASTING SERVICES FOR ALL THE OFFSITE ATMS	Conducts minimum 15 EOD and 15 Cash loadings in a month per ATM/BNA ATMS	Minimum 12c loading / visit need to be considered in working days and emergency loading on holidays , for BNA machines CER should not be considered	As per RFP
7	54	Cash Services A. CASH REPLENISHMENTS AND FORECASTING SERVICES FOR ALL THE OFFSITE ATMS	C3R Report along with switch and machine counter must be submitted on T+1 basis to Bank's nodal branches and central recon team by 1:00PM daily	in cassette swap return cash from ATMs need to be tallied and reconciled so report will be shared on T+2 Basis	As per RFP
8	57	Cash Services A. CASH REPLENISHMENTS AND FORECASTING SERVICES FOR ALL THE OFFSITE ATMS	EOD to be done even if no replenishment scheduled for the day by the CRA. This requirement will be waived only on explicit approvals from the bank.	in cassette swap CRA cannot open cassettes on site , so EOD cannot be possible if loading is not sheduled under cassette swap .	As per RFP
9	71	Chapter 5: Terms & Conditions	Clause 5.17 - DELAYS IN THE SUPPLIER/SERVICE PROVIDER'S PERFORMANCE	Requested Changes :- Bank shall not invoke provisions of liquidated damages / Termination of rate contract without mutual consent of the Bidder.	As per RFP

10	75	Chapter 5: Terms & Conditions	Clause 5.23 - Liquidated Damages	Requested Changes :- Bank shall not invoke provisions of liquidated damages / Termination of order without mutual consent of the Bidder.	As per RFP
11	76	Chapter 5: Terms & Conditions	Clause 5.24 (1) - Termination for Default	Requested Changes : Similarly Bidder shall also have the right to terminate the Agreement if Bank defaults in fulfilling its obligations under the scope of the Agreement by giving a written notice of 30 days	As per RFP
12	77	Chapter 5: Terms & Conditions	Clause 5.24 (2) - Termination for Insolvency	Requested Changes:- Similarly Bidder shall also have a right to terminate the Contract by giving written notice, if any insolvency or bankruptcy proceedings has been filed against the Bank	As per RFP
13	77	Chapter 5: Terms & Conditions	Clause 5.24 (3) - Termination for Convenience	Requested Changes : Similarly Bidder shall also have the right to terminate the Agreement by giving a written notice of 30 days without assigning any reason whatsoever.	As per RFP
14		Chapter 5: Terms & Conditions	Clause 5.27 - Cancellation of Purchase Order	Requested Changes :- Bank should not cancel the order without the consent of the bidder.	As per RFP
15	82	Chapter 5: Terms & Conditions	Clause 5.35 - Intellectual Property Rights	Requested Changes :- Bidder shall not be liable for any third party claim. Similarly, the Bank shall further compensate the Bidder against any loss or damage arising out of claims of infringement of third-party copyright, patents.	As per RFP
16	83	Chapter 5: Terms & Conditions	Clause 5.37 - Indemnification	Requested Changes : Similarly Bank shall indemnify, protect and save the Bidder and hold the Bidder harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from i breach of any of the terms of this RFP and Service Level Agreement, ii.Delay in making the payments However, Bidder shall not be liable for any indirect, incidental, consequential or punitive damages or for any loss of data & loss of life under any circumstances whatsoever to the Bank.	As per RFP
17	84	Chapter 5: Terms & Conditions	Clause 5.39 - Governing Law & Disputes	Requested Changes :- The jurisdiction of courts should be Mumbai	As per RFP
18	85	Chapter 5: Terms & Conditions	Clause 5.40 - Limitation of Liability	Requested Changes : Bidder shall not be liable for any indirect, incidental, consequential or punitive damages or for any loss of data & third party claims under any circumstances whatsoever to the Bank.	As per RFP
19	120	Annexure 14	Proforma for Performance Bank Gaurantee for Earnest Money	Requested Changes : The Bidder is liable for any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever which are directly attributable to it and not otherwise.	As per RFP
20	129	Annexure 16	Proforma for Performance Bank Gaurantee	Requested Changes : The Bidder is liable for any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever which are directly attributable to it and not otherwise.	As per RFP
21	137	Annexure 24	Non- Disclosure Agreement	Requested Changes :- Suggest the agreement to be kept mutual	As per RFP
22	140	Annexure 24	Non- Disclosure Agreement Clause 8 - Governing Law	Requested Changes :- The jurisdiction of courts should be Mumbai	As per RFP
23	140	Annexure 24	Non- Disclosure Agreement Clause 9 - Indemnity	Requested Changes : Similarly Bank shall indemnify, protect and save the Bidder and hold the Bidder harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from i breach of any of the terms of this RFP and Service Level Agreement, ii.Delay in making the payments However, Bidder shall not be liable for any indirect, incidental, consequential or punitive damages or for any loss of data & loss of life under any circumstances whatsoever to the Bank.	As per RFP

24	148	Annexure 26	Penalty Clause	Requested Changes : Bank to provide a cure period of 15 to 30 days in case there is delay in delivery before imposing penalty. Further Bank shall not take any action in case of events mentioned in the clause without mutual consent of the Bidder.	Please refer Page 68, Clause 5.6" The performance of the bidder shall be judged on the time taken for supply, installation & commissioning of ATM machine, UPS and Earthing after placement of order. The entire in-scope activities are to be completed within 5 weeks (delivery time) and 5 days (installation time) from the date of receipt of order [within 6 weeks in respect of the States where Form 32 (Entry Permit) is required]. Any defect or delay in providing the supply and services as mentioned above shall attract penalty.
25	149	Penalty	g) Penalty for Cash out:	We need exclusion for cases where bank has not provided cash or given less cash , late cash , machine couldn't be loaded due to technical issues need to be considered for exclusion local strike , access issues , natural calamities like flood etc need to be exclusion .	No change in clause
26	150	ANNEXURE – 26	Penalty Clause j---Penalty under EJ pulling services:	If EJ data is not complete at the ATM itself or EJ not available due to network issue or HDD issue will not be recovered from the MS Bidders.	As per RFP
27	150	ANNEXURE – 26	Penalty Clause	Content distributed to be limited to no more than twice a month . Size of such screens should not exceed 1 mb to avoid over utilisation/choking of the bandwidth. Penalty should not be levied on ATM which are not accessible due to connectivity issue.	No change in clause.
28	New request	New request	Alternative to transactions-based pricing model	As bank would appreciate the current migration of low-ticket cash transactions to digital platform (UPI apps) has caused a significant dip in the cash withdrawal transactions via ATMs channel across all banks. We, therefore request Bank to reconsider the commercial model for this proposed deployment by opting for the alternative of 'fixed monthly fees' model so that costs of operating the channel is predictable for the bank and the revenue expectations for vendor are also predictable. Alternatively, Bank needs to consider payment of Minimum Guarantee (MG) on fixed monthly basis at Rs.30,000/- per month per ATM. For ATMs yielding cash transactions more than 100 per day averaged over any given month, bank will pay on transaction-based price basis.	Refer Page 68, Clause 5.8: If Bank asks to install an ATM at a location where average daily hits is less than 50, then Bank will give a minimum pay-out of 50 hits per day for successful financial transaction to the Bidder for that particular site.
29		Extension for RFP Submission	Extension for RFP Submission	We request bank to provide 3 weeks from bank's issuance of Pre-Bid Clarifications / Corrigendum for submission of bid response.	noted
30	New request	New request	Minimum Guarantee	We request bank to keep the minimum pay out of 40000/- rupees upto 75 hits/transactions	As per RFP
31	67	5.2 Signing of Contract	The successful bidder(s) shall mandatorily enter into Service Level Agreement (SLA), Non-Disclosure Agreement (NDA), integrity Pact (IP) with Bank and submit the Bank Guarantee, within 30 calendar days from the date of empanelment/LOI given by Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in the contract. If the contract is not signed within the given period (30 calendar days), Bid Earnest Money/Bid Security Declaration will be invoked after a grace period of 15 calendar days.	The timeline specified under these clauses is too short. We request bank to extend the timeline to a minimum of 60 working days to sign the contract.	As per RFP

32	67	5.3 DURATION OF CONTRACT	The contract will start from the date of acceptance of purchase order by the Bidder and will be valid for Five (5) years from the date of signing of the SLA, subject to yearly performance review for satisfactory performance of the Bidder. If required, the tenure of contract can be extendable upto 2 years on mutually agreed terms and conditions in single or multiple trenches at the sole discretion of Bank in subject to satisfactory performance of successful bidder. Bank reserves the right to cancel / terminate the contract at any time by giving a written notice of 30 days in case bidder fails to meet any of the requirements as mentioned in the RFP	We request bank that We should be given sufficient time to rectify the defaults and if we are failed to perform the contract due to our own default only then the contract can be terminated as indemnity provisions will apply.	As per RFP
33	32	3.27 Performance Bank Guarantee (PBG)	Performance Bank Guarantee (PBG)	We request bank to revise this clause to - The Selected bidder, within 15 days from the date of issuance of Purchase Order will have to furnish a Performance Bank Guarantee to be issued by any scheduled commercial bank (other than Punjab & Sind Bank, RRB and Cooperative bank) equivalent to 10% of total cost of project for within 30 days of issuance of Purchase order & initially must be valid for a period of 1 years with claim period of another 3 months if any to be renewed every year. We request Bank to allow Insurance Security Bonds as an additional instrument for furnishing EMD as per the govt guidelines. As per 6.1.2 (i) in page 106 of the Manual for Procurement of Goods dated June 2022 by Dept of Expenditure, Procurement Policy Division, Ministry of Finance - Bid Security may be furnished in the form of Insurance Surety Bond. This is also as per Office Memorandum No.F.1/1/2022-PPD dated 02.02.2022 of Dept of Expenditure, Ministry of Finance which made amendments to General Financial Rules (GFR), 2017 regarding 'Bid Security' and 'Performance Security' to include Insurance Surety Bonds as Security Instrument. We suggest Bank as follows : 1) We request the Bank to consider the Performance Bank Guarantee/ Insurance Surety Bond at 3% as per the PSU RFP standards. 2) We request the Bank to consider the Performance Bank Guarantee/ Insurance Surety Bond at 3% of the Annual Contract Value renewed every year for the required period as per the existing contract terms. 3) Considering the quantum of PBG is high, we request Bank to give more time to Bidders to arrange the PBG. We request Bank to give upto 60 days of receipt of formal communication by bank to finally selected bidders Requested Changes :- Bank should not invoke the Performance Bank Guarantee without the consent of the Bidder. We request bank that we should be given sufficient time to rectify the defaults and if we are failed to perform the contract due to our own default only then the contract	As per RFP
34	Annexure 2	Penalty Clause	Shifting of sites approved by Bank should be completed by Bidder without any additional cost to the bank within 30 days after date of sanction of new site and thereafter penalty of Rs. 2000/- per day machine with maximum cap of Rs. 2,00,000/- will be recovered. Bank will not make any payment for sites not shifted within stipulated time.	We request bank to revise this clause to - Shifting of sites approved by Bank should be completed by Bidder within 45 days on charges mutually agreed between Bank and Bidder & penalty to be revised to 1000 instead of 2000 w	Refer Addendum 2
35	New request	New request	Monthly Average Hits	We request bank to share the Monthly Hits data for study purpose	Bank may share the same with L1 Bidder later only after approval from Bank's competent authority.

36	89	EC 3	Bidder should have Positive Networth (as EBITDA i.e, Earning before Interest, Tax, Depreciation & Amortization) in last three year Financial years (2020-21, 2021-22 and 2022-23).	We request Bank to Revise Clause " Bidder should have Positive Net Worth as per the latest Audited Balance Sheet i.e. last three financial years i.e. 2020-21, 2021-22, 2022-23". As per RBI Circular no. RBI/2017-18/152 (DCM (Plg) No.3563/10.25.07/2017-18), minimum net worth of Rs.100 Crore should be maintained at all times. *In case Balance sheet of 2022-23 is not audited/finalized, then balance sheets of 2019-20, 2020-21, 2021-22 are to be provided along with provisional balance sheet of 2022-23.	As per RFP
37	106	1.5	101 Keys Keyboard : By default keyboard should be disabled.	Requesting bank to change the keyboard to optional item as it is not required for ATM day to day operations.	As per RFP
38	106	1.7	Color LCRM/LED screen of minimum 15" or higher along with Touch and FDK Screen both with privacy filter and multilingual Screen support	A) Currently ATM are provided with LCD display only. So please make the changes accordingly Requesting bank to make FDK as optional. Touch screen is available in machine for customer interface B) Currently ATM are provided with LCD display only. So please make the changes accordingly C) Color LCD/LED screen of minimum 15" or higher along with Touch and FDK Screen both with privacy filter and multilingual Screen support	Refer Addendum 2
39	107	4.3	1xTB or higher SATA / e-SATA HDD (for OS) and 1xTB or higher SATA/e-SATA HDD (for camera image (Pin Hole +Cash Slot) and video) (Two individual 1TB SATA / e-SATA HDD required out of which One should be Surveillance Rated and shall be configured for storage of images).	A) Requesting bank to allow supplying SSD HDD also as it is more stable than SATA HDD. Also request bank to change the Primary HDD to 500 GB SSD as only OS is loaded in primary HDD and 500 GB is sufficient. B) Recommend to change to primary Harddisk to be configured as a 500GB SSD rather than 1TB HDD as this will significantly improve the machine boot time and performance. Request the bank to revise the clause accordingly.	Refer Addendum 2
40	108	4.20	EPP shield/protector be provided for safeguarding EPP from damage by miscreants.	Requesting bank to provide more details on this requirement as already pin shield is provided.	As per RFP
41	109	5.5	The currency Cassette shall be standard/ convenience type with external sealing (lock and key). Cassettes key should be different from hood keys and unique to one machine only. (Spare set of keys also to be provided by OEM). If required, locks should be replaceable without requirement of changing the cassette.	Cassette keys are different from Hood keys and hood keys are unique to each machine. How ever requesting bank to allow supplying common cassette keys as the cassettes are placed inside the vault with OTC locks. In case if cassette keys are unique for each machine and if keys are lost then all 5 cassettes to be replaced. Cassette Lock and key are replacable, how ever the cassette to be in open condition. SO requesting bank to consider supplying common key for cassettes.	As per RFP
42	112	13.5	Dispenser Encryption: Host-based Encryption should be available between dispenser H/W and Core application and should be configured from the network layer all the way up to the application layer against known and unknown malicious attacks.	Our macines has encrypted communication between ATM application and Dispenser h/w. Network encryption between ATM application and ATM switch is to be handled seperately (TLS). We recommend that network based encryption access between host and dispenser should not be given as it will give way for any logical attack to the dispenser.	No change in clause

43	114	19.7	Security measures such as BIOS password should be enabled and password should be handed over to bank, USB ports should be disabled , auto-run facility should be disabled , ATMs should have anti-virus software, terminal security solution/software, time-based admin access software with support and upgrades for contract/AMC period	Requesting bank to remove Anti virus from the requirement as Terminal security solution is present in ATM. TSS will not allow any non whitelisted application or any files.	No change in clause
44	107	3.1	The ATM must have alarm system with sensors capable to monitor the following: Chest Door Status, Duress Status, Temperature status, Vibration status, and Burglary Alarm	Requesting Bank to modify clause by removing Burglary Alarm: The ATM must have alarm system with sensors capable to monitor the following: Chest Door Status, Duress Status, Temperature status, and Vibration status. Justification: ATM is not capable of monitoring Burglary Alarm since it is not part of ATMs.	As per RFP
45	108	4.11	ATM should be pre-installed with latest licensed Antivirus Solution with latest patches. In case Bank decides to implement a centralized anti-virus solution, ATM should be integratable with the same without additional cost to Bank	A) Requesting bank to modify this clause optional Justification: Since "Vortex Ecoteller ATMs run on Linux based software application, and are equipped with intrusion detection using OSSEC, whitelisting using Apparmor, firewall, and OS hardening as per PADSS3.2 which will prevent from the external attacks and eliminate the need of AV solution. B) Request bank to consider: Already bank asked for white listing solution , so request you to please remove Anti virus from machine specification C)We do not recommend using Antivirus in terminals like ATMs which are online 24x7 but operate unattended. Best practices to maximize the security and integrity of an ATM estate to help protect against logical attacks recommend multi layered implementation of security using proactive solutions like whitelisting, HDD encryption and not reactive solutions like Antivirus which need regular update of signature files.. Hence we request BANK to drop this requirement D)Requesting bank to modify this clause optional Justification: Since "Vortex Ecoteller ATMs run on Linux based software application, and are equipped with intrusion detection using OSSEC, whitelisting using Apparmor, firewall, and OS hardening as per PADSS3.2 which will prevent from the external attacks and eliminate the need of AV solution. E) Request bank to consider: Already bank asked for white listing solution , so request you to please remove Anti virus from machine specification	No change in clause

46	108	4.19	Keyboards: Rugged spill proof Triple DES enabled with polycarbonate tactile/ stainless steel 16 key alpha/numeric (EPP PIN pads) Keys. EPP Keypad to be PCI version 3.0 or higher compliant , Supporting Remote Key Management loading feature, Access For All (AFA) Standards, Physical Protection as per 'PIN Protection Principles and Techniques'(PIN Shield) and approved Algorithm(s) for PIN Encryption. Support advanced Encryption Standard in future without any additional hardware. The PIN PAD should also support tamper resistant security module which enables automatic destruction of secret keys in case of attempt to interfere with the encryption system. All ATMs should have PIN pad shields covering all three sides to avoid shoulder surfing or capture by the external camera. Above requirements are mandatory to implement for new ATMs to be deployed by PURCHASERS and good to have to be implemented on ATMs wherever possible. Keyboard/ Pin Entry Device (PED) MUST be Braille enabled so that visually impaired persons can also be able to operate without any difficulty (As per SCHEDULE-II 16.1 TO 16.5 and SCHEDULE-IV) and have passed testing by Payment Card Industry (PCI), RuPay, Visa and MasterCard recognized laboratory and approved by PCI, VISA, MasterCard, RuPay and all major payment gateways.101 keys Keyboard (optional)	Requesting bank to modify this clause as: Keyboards: For certification of EPP, Request bank to modify the clause to specify testing by only PCI for EPP,and remove RuPay, Visa and MasterCard recognized laboratory and approved by PCI, VISA, MasterCard, RuPay and all major payment gateways. Justification: They do not provide certificates.	No change in clause
47	108	4.21	Capable of Voice guidance to customer and slot for connecting head phone, PIN and figure print authentication (UIDAI Compliant). Capable of Voice guidance to customers in multiple languages including English, Hindi etc. Audio/WAV files for voice guidance functionality to be provided by M/s AGS in consultation with the Bank at no additional cost. However bank will inform the regional language text of the audio.	Requesting Bank to modify clause as: Capable of Voice guidance to customer and slot for connecting head phone, PIN and figure print authentication (UIDAI Compliant). Capable of Voice guidance to customers in multiple languages including English, Hindi etc. Audio/WAV files for voice guidance functionality to be provided by the OEM in consultation with the Bank at no additional cost. However bank will inform the regional language text of the audio.	Refer Addendum 2
48	109	6.1	The card reader should be capable of reading tracks one, two and three as per ISO standard or RuPay/ Master/ Visa Card format /EMV co. certified with L1 & L2 valid approval for 7 years with upgrades on FOC basis. Necessary Hardware and Software - XFS Upgrades, Application and EMV Kernel & License all should be provided by default.	Requesting Bank to modify clause as: The card reader should be capable of reading tracks one, two and three as per ISO standard or RuPay/ Master/ Visa Card format /EMV co. certified with L1 & L2 valid approval with upgrades on FOC basis for 7 years. Necessary Hardware and Software - XFS/equivalent Upgrades, Application and EMV Kernel & License all should be provided by default. Justification:- Approval is given for maximum 4 years.	No change in clause
49	110	6.7	Hybrid Dip Smart Card Reader: Smart Card Reader with media entry indicator having capability to read magnetic stripe & smart card chip (EMV v 4.0 or higher standard compliant) with Level 2 approved terminal resident application. Vendor to submit requisite EMV certificate. It should carry latest EMV CAM 2 Licenses as well as XFS software without requiring any further up-gradation.	Requesting Bank to modify clause as: Hybrid Dip Smart Card Reader: Smart Card Reader with media entry indicator having capability to read magnetic stripe & smart card chip (EMV v 4.0 or higher standard compliant) with Level 2 approved terminal resident application. Vendor to submit requisite EMV certificate. It should carry latest EMV CAM 2 Licenses as well as XFS/equivalent software without requiring any further up-gradation.	No change in clause
50	113	15.5	Complete Biometric Kit including scanner, Audio Jack should be as per STQC standards	Requesting bank to modify the clause by removing audio jack as below: Complete Biometric Kit including scanner, and should be as per STQC standards	No change in clause
51	107	2.2	Dual combination electronic lock of 6+6 digits with one time combination (OTC) and code generation (Code generation is optional), audit trail capabilities of reputed companies only. Default set password shall be changed at the time of installation of ATM and certified to this effect in ATM installation report. Any changes to the lock or activation can only be done when the lock and ATM vault are in "OPEN" state. Thereby ensuring the entity making changes is duly authorized, (as he was first able to open the lock) . Vault lock should have back to back 3 years warranty from OEM (i.e. during one year warranty & 2 years post warranty) and bank will not pay for lock replacement during the first 3 years period. Lock code misplace or forgotten by custodian will not be covered under warranty and AMC clause	Requesting bank to remove the Warranty clause as it is not required on OPEX Model.	Refer Addendum 2

52	47	END POINT MIGRATION FROM OEMS NATIVE SOFTWARE TO MVS (MULTI-BIDDER SOLUTION)	END POINT MIGRATION FROM OEMS NATIVE SOFTWARE TO MVS (MULTI-BIDDER SOLUTION) : The successful bidder shall agree that the Bank reserves the right to bring in Multi-bidder software, hardware and if such a solution is contracted with a third party other than the successful bidder, the successful bidder agrees to cooperate with the bank for continued functions at no additional cost to the Bank. The Successful bidder also ensure that software of machine should be compatible with Multi- Bidder software, if there will be any compatibility issue during the contract then successful bidder will make software compatible with Multi-Bidder Software without any cost to Bank.	A) The Bidder agrees to cooperate with any 3rd-party. However, we hope that the bank accepts that bidder shall not be responsible for any damages/losses caused by use of 3rd-party software/hardware. Also, the testing of MVS and its field deployment on machines deployed by the Service Provider should be on mutually agreed terms including applicable commercials. We request bank to clarify. B) All ATMs will be supplied with MVS capability but Bank need to be responsible for testing, integration, commissioning and coordinating implementation of the MVS where successful bidder will carry out necessary coordination with MVS Vender only. To rolout of MVS, Bank need to pay engineer visit charges per visit per ATM basis with mutually agreed terms. C) MVS migration shall be on chargeable basis and if there's a drop in transactions due to MVS, then bank shall compensate the same to bidder. D) Such a migration is a separate project by itself and involves lot of efforts and time towards integration and testing. Hence we request Bank to keep this requirement out of this RFP so that it does not unnecessarily load the bid cost	As per RFP
53	70	B. REGULATORY COMPLIANCE/BANK REQUIREMENT	For any future update to meet the security guideline issued by regulators or asked by the Bank, bidder has to implement the compliance. Bidder will ensure that compliance of security guidelines should be implemented within three months from date of Bank's notice or RBI timelines whichever is earlier. OS upgrade, software updates, patch updates etc. will be done at no additional cost to the Bank.	We request bank to keep this chargeable on mutually agreed basis as hardware changes are also required in case & require application development as well for specific changes if required	As per RFP
54	107	Technical Specs 4.9	Multi-tasking Real Time Operating System and software to control all activities of the ATM. LINUX / Microsoft Windows 10 or higher with latest Service pack OS to be hardened to allow only the required services/ports and block all other services/ports to prevent all external virus attacks on the ATMs with support & upgrade throughout the term of the contract. The Vendor is responsible to upgrade the OS of ATMs to higher version before expiry of extended support of OEM/Windows 10 from M/s Microsoft at no additional cost during both warranty and AMC period. Further, the Vendor should ensure that on up-gradation, there should be no disruptions of service and no performance related issues faced.	We request bank to keep upgradation of OS to higer version on chargeable mutually agreed basis , as this require harward upgrade as well	As per RFP
55	Annexure 28 IC	Annexure 28 ICCW	will implement ICCW within 2 months from date of intimation for integration with Bank's ICCW middleware solution without any additional cost to the Bank.	We request bank to keep this on mutually agreed terms as intergation with any middle ware require application developmnet and testing	As per RFP
56	44	E-S URVEILLANCE SYSTEM	Detection of intrusion of ATM/adjoining premised	We request bank to elaborate the meaning of adjoining premises; bidder is responsible for the premises where e-surveillance is installed	Refer Addendum 2
57	44	E-S URVEILLANCE SYSTEM	CCTV monitoring of ATM/CD room	We reequest bank to share DVR/NVR and Camera Specification so that all bidders are at par instead of inferior/substitute product	Refer Addendum 2
58	44	E-S URVEILLANCE SYSTEM	Recording shall take place preferably at 25 frames per seconds (fps) but not less than 24 fps. The recording shall be available preferably for 180 days but not less than 120 days under any circumstances.	We request bank to share the bit rate and resolution details for calculating harddisk size for 180 days(25 frames)	Bit rate and resolution details should be taken care by the bidder but making sure that recording should take place preferably at 25 frames per seconds (fps) but not less than 24 fps.

59	44	E-S URVEILLANCE SYSTEM	If possible, at least one camera shall be AI cameras that can detect & raise alarm on: - Detecting a person with helmet or covered face in any manner. - Seeing more than two persons in front of a single ATM/CD / in an ATM/CD room having one machine only. - If a person is found to remain inside for more than 4 minutes.	Instead of asking specific AI camera we request bank to leave it to bidder to achieve the functionality mentioned	As per RFP
60	44	E-S URVEILLANCE SYSTEM	Central Storage for e-Surveillance data including CCTV footage (per site per month) (Required for All ATM Sites) with 120 Days storage and 2 years' storage for Bank Flagged cases.	Please define the central storage FPS to bring all bidders at par; we recommend 1FPS.	As per RFP
61	24	3.16.iv	Bank reserves the right to amend, rescind, reissue or cancel this RFP and all amendments will be advised to the Bidder and such amendments will be binding upon them. Bank will be under no obligation to have discussions with any bidder, and / or entertain any representation.	The Bank shall have the right to amend, rescind etc this RFP until the bid is awarded to the bidder and thereafter the bidder shall be informed on a prior basis regarding any change in the RFP or SLA or any such document.	As per RFP
62	25	3.17.iii	Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.	The pricing may change subject to change in pricing of any product due to change in law or statutory order. Since these machines are deployed under Service Model, we have witnessed the huge price fluctuation during the course of contract period. Request bank to incorporate CPI clause, as done by almost all Banks in India for such projects.	As per RFP
63	31	3.24	The contract will start from the Acceptance of the Purchase Order by the Bidder and will be valid for the period of five years from the date of signing of the SLA. Contract may be extended on mutually agreed terms and conditions in single or multiple tranches up to 7 years i.e. another 2 Years at the sole discretion of the Bank, subject to yearly performance review for satisfactory performance of the Bidder. Bank reserves the right to cancel / terminate the contract at any time by giving a written notice of 30 days in case bidder fails to meet any of the requirements as mentioned in the RFP.	The contract shall be extended with mutual consent of the Parties. Further we suggest that the Bank needs to give us cure period of 30 days to enable us to rectify the defects in meeting the requirement mentioned in the RFP and if we fail to rectify the defect only then the BANK should terminate the agreement.	As per RFP
64	31	3.25	Bidder need to provide bank guarantee to the extent of 5% value, of average cash handled (picked from bank for ATMs/evacuated from ATMs) on daily basis. For e.g. if cumulative daily average cash value being handled is estimated at Rs.50 Cr., bank guarantee should be provided for Rs.2.5 Cr. Amount of CBG would be reviewed by bank on annual basis for upward revision in amount of bank guarantee (if any) and revised CBG should be submitted before expiry of previous CBG. Interest at the rate of 24% for delay in submission of CBG (in days) will be charged	We cannot agree for the entire BG value, the same needs to be opted by the Bank and not we as service provider.	As per RFP
65	33	3.27.ix	The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to it, the equivalent value of any payment made to it by the Bank due to inadvertence, error, collusion, misconstruction or misstatement. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to the Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 15 days, indicating the contractual obligation(s) for which the Successful Bidder is in default. Once the maximum deduction equivalent to PBG is reached, the Bank may consider termination of the Agreement.	We suggest that the Bank also needs to provide us details clarification of the deduction / claim raised along with necessary proofs and if thereis default on our part and if we are not able to rectify the defect only then the claim can be raised against us by way of oenalty invoice which will be seperately settled by us. we suggest that the deductions needs not be made from the PBG.	As per RFP

66	34	3.28.iii	CVC has nominated two Independent External Monitors (IEMs) for our Bank who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.	The IEM shall enter a non-disclosure agreement with the Bank ensuring that the RFP and other data/informations remains confidential to both the parties.	As per RFP
67	35	3.29 Non-Disclosure Agreement (NDA) (c)	Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information.	We suggest that this line needs to be deleted as indemnity cannot be given under NDA.	As per RFP
68	58	4-C	Status of compliance to regulatory cash management guidelines would be reviewed by the bank post 60 days of commencement of service. In case the progress is nonsatisfactory or if the Bidder is unable to furnish roadmap to bank for ensuring compliance within a timeline not exceeding 120 days from commencement of service, it would be considered as breach of contract. Beyond this stipulated timeline of 120 days, Bank reserves right to impose deduction at Rs.500/- per ATM for each day of delay in achieving compliance.	The Bank shall charge for such non-compliance only if the same is default by the bidder.	As per RFP
69	58		Service provider need to maintain account with Bank team. If any shortage found by Bank team, then same will be debited in service provider account and Service provider will ensure to adjust such shortage within 7 days from date of reporting of shortage to them. Additionally, interest to be paid on the amount of shortage @MCLR+6.50%.	We cannot with such clause. We suggest that any penalty needs to be mutually discussed between the parties .	As per RFP
70	58	Insurance for Cash	Bidder shall be responsible for taking insurance towards cash in transit, employee fidelity & cash in vault. Insurance policies should cover risk of theft, robbery, employee frauds, misappropriation, terrorism, any natural calamities etc. o Cover under such insurance should be adequate to cover risk associated in handling ATM volumes of Bank. Bidder to provide copies of insurance copies to the bank. o Notwithstanding the above insurance policies, the Bidder shall at all times be responsible for all monies & other properties from the time they have been delivered to the CRAs till such time said properties are returned to the Bank's custody	We cannot accept this clause as it is. The same needs to be mutually discussed and then agreed upon.	As per RFP
71	62	4	Model Rule is as under: <input type="checkbox"/> Short title and commencement: - <input type="checkbox"/> These rules may be called the Private Security Agencies (Private Security to Cash Transportation Activities) Rules, 2018. <input type="checkbox"/> These rules shall come into force on the expiry of six months of their publication in the Official Gazette.	Private Security Agencies Act - Not Applicable to CMS . We request bank to delete th	As per RFP

72	67	5.3	<p>DURATION OF CONTRACT: The contract will start from the date of acceptance of purchase order by the Bidder and will be valid for Five (5) years from the date of signing of the SLA, subject to yearly performance review for satisfactory performance of the Bidder. If required, the tenure of contract can be extendable upto 2 years on mutually agreed terms and conditions in single or multiple trenches at the sole discretion of Bank in subject to satisfactory performance of successful bidder.</p> <p>Bank reserves the right to cancel / terminate the contract at any time by giving a written notice of 30 days in case bidder fails to meet any of the requirements as mentioned in the RFP.</p>	<p>The extension of the contract shall be subject to mutual consent of the Parties. The bidder shall also have a right to terminate the contract at convenience,</p>	As per RFP
73		5.8	<p>The bidder will raise monthly invoices for the services at ATM locations on respective Zonal Offices as per agreed contractual rates. The payments will be released by Zonal Offices within thirty (30) days from the date of receipt of Invoices after proper verification of invoices. No advance payment will be made. Payment will be made after deducting TDS as per Income tax guidelines. Service Provider shall submit the invoice within 7 days at the end of the quarter along with the supported documents.</p>	<p>We suggest adding below clause to the existing clause in the agreement :-</p> <p>In case of any delay for payment of the billed amount more than stipulated period, the interest @ 18% per annum will be levied on the outstanding amount and the Service Provider should not be held responsible or penalized for Service lapses. Further, the Service Provider shall also be entitled to suspend Services and such suspension shall not be termed as breach of the Agreement by the Service Provider.</p> <p>INVOICING PAYMENT</p> <p>The Bank shall return any incorrect invoice to the Service Provider within (three)3 working days of receipt of invoice, After such three (3) working days of receipt of the invoice, the invoice shall be considered correct/proper and Bank shall be obliged to make payments accordingly. Should Bank dispute in good faith all or any portion of the amount due or require any adjustment to the fees, Bank may withhold payment of the disputed amount but shall notify the Service Provider in writing of the nature and basis of the dispute within (three) 3 working days from the date of receipt of the invoice and the accepted amount shall be settled through debit note/credit note. Each party shall use its commercially reasonable and good faith efforts to resolve the dispute prior to the payment due date.</p>	As per RFP
74	68	5.8	<p>The Bank may withhold payment of any charges that it disputes in good faith, for deficiency in service or otherwise, and may set-off penalty amount and any other amount which Service provider owe the Bank against charges payable to Service provider under this Agreement.</p>	<p>This clause shall be waived off as it will cause revenue loss and burden to the bidder. Additionally, the Bank has a right to terminate this contract in the event of any deficiency or breach. We suggest the for any set off or penalty the Bank shall raise separate invoice and the same shall be separately settled by us, we cannot agree for deductions from our pay out.</p>	As per RFP
75	68	5.8	<p>The payments shall be made only for the services provided by the service provider as mentioned in the Scope of Work.</p>	<p>Any such service which is provided by the bidder and not inclusive in the scope of work shall also be considered for payment</p>	As per RFP
76	69	5.9	<p>insurance</p>	<p>pls note cash in ATM is CMS responsibility. CMS needs to repay the loss within 15 days. We suggest to extnd the period for one month. Fediilty cover shall be 20% higher limit than maximum cash withdrawn . Pls confirm the limit of maxium cash.</p>	As per RFP
77	70	5.13	<p>Penalties will be levied as per the terms described in the Annexure-26</p>	<p>We sugges to add following wording : It is agreed that before imposing any penalty on the Bidder, the Bank shall give a detailed description of the default along with relevant proof of the same, and if it proved that there is default on part of the Bidder oly then the penalty will be imposed.</p>	All penalties have been defined in the RFP

78	71	5.17	DELAYS IN THE SUPPLIER/SERVICE PROVIDER'S PERFORMANCE: Performance of the Services shall be made by the supplier/service provider in accordance with the time schedule specified by Bank. Any delay in performing the obligation by the supplier/service provider will result in imposition of liquidated damages and/or termination of rate contract for default.	Any delay not attributable to the bidder or due to force majeure shall be out of the purview of this clause	Ok
79	71	5.19	In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this empanelment to the Bidder for any payments receivable under and in accordance with that business.	This clause should be made mutual in nature.	As per RFP
80	75	5.23	Liquidated damages	This clause should be waived off. The bidder can terminate the contract with immediate effect. Further we cannot agree for Liquidated damages in addition to penalty, and indemnity obligation.	As per RFP
81	76	5.24	Termination of contract	The bidder shall also have a right to terminate the contract in the event the Bank fails to make the payment and also fails to rectify the cure period provided by the bidder. Further, before termination of the agreement the Bank's needs to give Bidder cure period of 30 days to rectify the error.	No change in clause
82	77	5.24. 3	Termination for Convenience: The Bank, by written notice of not less than 30 (Thirty) days sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.	This clause should be made mutual in nature.	As per RFP
83		5.25	SUBCONTRACTING:	We suggest to add below wordings: The Successful Bidder shall be permitted to sub-contract any of its obligations under this RFP to its affiliates, subsidiaries and preferred vendors without consent from Bank.	As per RFP
84	78	5.26	Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder.	We cannot agree for such clause. In case of Force majeure event the decision shall be mutual, and in the event of Force Majeure the Bidder shall have right to terminate the agreement	As per RFP
85	81	5.34	INSPECTION AND AUDIT	The audit shall solely restricted to the Services provided by the bidder under this RFP.	No change in clause

86	83	5.37	Indemnification	<p>The bidder shall indemnify for actual and direct damages wherein the damages are solely attributable to the actions or omission of the bidder.</p> <p>We suggest to ad below wordings :</p> <p>Notwithstanding to whatsoever contained in the Agreement the Indemnity provision shall be Subject to adherence of reconciliation process and limit on liability. The Bank shall, while making any indemnity claim, shall provide a detailed notice of such claim together with relevant supporting documents. The Service Provider shall not be responsible under indemnity provisions in this Agreement to the extent that loss is attributable to the negligence and/or breach of this Agreement or breach of applicable Laws by the Bank or its employees or for any services that is availed by Bank outside the scope of this Agreement .</p> <p>In no event shall the Service Provider be liable for any indirect, incidental, consequential or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to this Agreement and/or its subject matter, whether such liability is asserted on the basis of contract, tort or otherwise even if such party has been advised of the possibility of such damages.</p> <p>RECONCILIATION: The reconciliation of the reports /statements should be followed by the Bank on day to day basis for the Services. In case of any error/s or discrepancies found during the verification, the Bank should inform or notify the Service Provider within maximum 7 (seven) days of the transaction failing which, the reports/statements submitted by the Service Provider shall stand confirmed as correct and undisputed. The Service Provider shall not entertain neither be responsible for any claims or liabilities raised by the Bank later than the prescribed timelines hereinabove</p>	As per RFP
87	84	5.39	GOVERNING LAW AND DISPUTES	<p>We propose the jurisdiction as Mumbai. Futher we are not ok with the sole arbitrator appointed by the Bank. We suggest that the Arbitrator needs to be jointly appointed by both the parties. We also suggest that the Arbitration needs to be in Mumbai.</p> <p>We suggest to delete below wordings:</p> <p>the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Service Provider which may be adjusted by the Bank from the Performance Bank Guarantee and/or any amount to the credit of or payable to Service Provider, being treated in default, so that the business of the Bank is not disrupted.</p>	As per RFP
88	140	Annexure 24 - Clause 9	Non-Dislcoure Agreement : Indemnity	We suggest deletion of the clause, as Indemnity in and NDA cannot be given.	As per RFP
89	148	Annexure 26	Penalty	<p>The penalty shall be waived off.</p> <p>We sugges to add following wording :</p> <p>It is agreed that before imposing any penalty on the Bidder, the Bank shall give a detailed description of the default along with relevant proof of the same, and if it proved that there is default on part of the Bidder oly then the penalty will be imposed.</p>	All penalties have been defined in the RFP

90	54	CASH REPLENISHMENTS AND FORECASTING SERVICES FOR ALL THE OFFSITE	In order to have a proper check on the movement and reconciliation of cash, Bidder will ensure that CIT/CRA conducts minimum 15 EOD and 15 Cash loadings in a month per ATM/BNA so as to ensure that there is no gap of more than two days between two EODs/Cash loadings (Working or Non-working) at all the ATMs. Further, Bank may increase number of EOD/Cash loadings at any point of time. This is the minimum benchmark for EODs/Cash loadings. Ideally, Bidder has to do more.	15 EOD and 15 Loading is not possible, as for few months there are multiple holidays, so working days are around 20 or less. Max loading shall be 12 EOD or Loading	As per RFP
91	54		C3R Report along with switch and machine counter must be submitted on T+1 basis to Bank's nodal branches and central recon team by 1:00PM daily	C3R shall be submitted by T+1 by 4:00pm & on BNA / Recycler -T+2 after processing of cash	As per RFP
92	56		Following reports related to Cash Management must be provided by bidder to the Bank on T+1 basis by 1:00 P.M. a. Cash Balancing Report (CBR) b. Cash Reconciliation Report (C3R) c. Additional Loading Report d. Holiday Cash Loading Report e. Cash Out Report f. Daily Loading Report (DLR) g. Daily Cash-in-Vault Report (CVR)	Report shall be submitted by T+1 by 4:00pm & on BNA / Recycler -T+2 after processing of cash	As per RFP
93	58		Bidder needs to ensure that at any point in time, the cash van carrying cash for Bank ATMs does not transit cash for more than 25 ATMs irrespective of whether or not the routes are dedicated to Bank	This depends on Density & CRA logistics	As per RFP
94	58		Status of compliance to regulatory cash management guidelines would be reviewed by the bank post 60 days of commencement of service. In case the progress is non-satisfactory or if the Bidder is unable to furnish a roadmap to the bank for ensuring compliance within a timeline not exceeding 120 days from commencement of service, it would be considered as a breach of contract. Beyond this stipulated timeline of 120 days, the Bank reserves the right to impose a deduction of Rs.500/- per ATM for each day of delay in achieving compliance. This deduction would be applicable for ATM/s that is/are not being serviced as per provisions of the aforementioned regulatory guidelines. There shall be no capping on such deductions with the bank reserving the right to deduct the amount from the payout of overall services rendered to the bank	Penalty per ATM is too high, should be considered 50/- post relevant time of rectification	As per RFP
95	58	Overnight Vaulting of Cash	Any un-authorized instance of cash vaulting by the cash handling agency will be liable for deduction of Rs 2,000/- per instance. This deduction will not be applicable if the Bidder has provided the bank with prior information on the emergency situation (if any) that resulted in cash vaulting	Penalty not acceptable, cases to case justification shall be provided	As per RFP

96		Overnight Vaulting of Cash	Any Exception to established norms / process of cash vaulting would qualify for deduction at Rs.500/- per instance. e.g.: Date/ Time stamp on CCTV camera incorrect, non-availability of CCTV footage for at least 90 days, Incomplete or non update of Vault Register, Dual custodianship not maintained for vault operatio	Penalty not acceptable, cases to case justification shall be provided	As per RFP
97	148	c) Cash Replenishment related penalties:	Bank may advise bidder to adopt the process of maintaining Cash Efficiency Ratio (CER) for cash managed service which is defined as "the ratio of total cash withdrawn by the customer from ATM to the Total cash available in the ATM" as further explained below in the following formula: Total Cash Withdrawn by Cardhol	Need more clarity	As per RFP
98	149	e) Penalty for Cassette Swap:	Bidders to replenish cash through Cassette Swap Method in terms of RBI's letter No.RBI/2017-18/DCM (Plg.) No. 3641/10.25.007/ 2017-18 dated April 12, 2018 on Cassette Swap in ATMs. Non- compliance will attract a penalty of Rs.2000/- per incidence maximum up to Rs. 20000/- along with the penalty imposed by the regulatory authorities, if any.	We will perform CS as per IBA - citywise phasewise plan	As per RFP
99	149	Penalty for excess cash in vaults/kept in ATMs beyond the daily limit of ATM specified by Bank	The Bidder or CRA appointed by bidder will not hold or retain in their vault more than 15% of the total cash taken from Bank on monthly basis. If the retention is more than 15%, a penalty of 6% per annum will be levied on the excess cash delivered late by Bank which could not be ascribed to any fault on the part of the bidder or CRA. <input type="checkbox"/> In no case bidder should load cash in excess of daily cash limits set by the Bank for each of its ATMs (if approach of maintaining daily limits is adopted by the Bank) without any justification to the satisfaction of the Bank, excess cash loaded beyond a tolerance limit of 2% of the limit shall be subject to a penalty of Rs. 1000/- for each such incident. <input type="checkbox"/> If at any specific location say Delhi, Bank wants the bidder to start the cash loading early morning i.e. 6 am and complete the same before 12 noon, then no penalty shall be levied on bidder as they will have to keep excess cash overnight in the vault and will cross the vault limit of 15% as mentioned by the bank in above mentioned clause. However, penalty in this case shall be applicable, if 15% or more cash remains un- utilized in previous days vaulted cash with the CRA. <input type="checkbox"/> Bank will consider justifiable exclusions before levying of penalty on case to case basi	Retention 30%	As per RFP
100	149	g) Penalty for Cash out:	The Bank has defined cash out as non-availability of cash in ATM/ATM for dispensation. The ATM monitoring solution shows an ATM as 'Cash Out' if switch simultaneously receives 'currency out' message in respect of all configure/present cassettes in the ATM/ATM. To align this with ADMIN balance, cases of ADMIN balances less than 50000/- out of above or from time to time as revised by the Bank will be considered as 'Cash out' for the purpose of penalty.	Penalty applicable after 2 hrs	As per RFP

101	h) Penalty on Minimum Cash loadings	Bidder to ensure that in no case any ATM/ATM should be out of cash. There should be 15 cash loadings and 15 EODs per month and there must not be gap of more than one-day EOD/ Cash replenishment. Bidder have to do EOD on every alternate day for ATMs/ATMs. Penalty of Rs. 500/- per instance maximum up to 10% of monthly billing will be imposed for non- adherence of the same.	15 EOD and 15 Loading is not possible, as fir few month there are multiple holidays, so working days is around 20 or less. Max loading shall be 12 EOD or Loading and Penalty should be 100	As per RFP
102	p) Penalty over the compliance and Support issue:	Breach of dual custodianship during Replenishment / EOD – Rs.1000/- per ATM per instanc	100	As per RFP
103	i	EOD / Cash replenishment skipped without due justification – Rs.500/- per ATM	not acceptable, as cash out penalty already in place	As per RFP
104	ii	Repeat instances (more than 2 instances in a month at location) of incorrect/delay in reporting to Bank via EOD, DLR, C3R, wrong updation of counters – Rs.500/- per instance. Note that repeat of this exception need not be on the same ATM for deduction to be applicable. i.e. it can be on same or different ATMs. Any financial exposure to bank due to such delay in reporting will be passed to Bidder. There would be no capping on deductions made from Bidder for such delay / incorrect reporting	DLR delay penalty not acceptable as CBR penalty already in place	As per RFP
105	iii	f bidder revised his C3R report then revised C3R need to be submitted to Bank with in T+2 days, otherwise Bank shall charge penalty of Rs. 1000/day for providing revised C3R with delay.	Penalty too high, to be considered Rs 50	Refer Addendum 2
106	iv	Service provider will ensure to submit the cash to Nodal Branch within business hours only. If Cash/Cassettes not submitted to nodal branch within Business hours, then Penalty of Rs.1000/- per instance will be deducted from monthly billing.	not acceptable	As per RFP
107	vi	Handling ATMs without activation of OTC Lock – Rs.500/- per instance. Any technical reason resulting in non activation of OTC Lock would qualify for waiver only post Bank' approval.	not acceptable	As per RFP
108	vii	Cash kept behind the currency cassette or deliberate undocking of currency cassette – Rs.1000/- per ATM per instance. Repeat incidence will attract penalty of Rs.2000/- per ATM	not acceptable, genuine non vaulting cases or cash dump post bank working hours	As per RFP
109	x	Vault / Chest Door Left Open – Rs.5000/- per ATM per instance in addition to total cash loss due to such negligence. This will not be applicable for cases where custodians have removed cash owing to some hardware issue due to which the chest door cannot be shut.	not acceptable, Penalty should be Rs 500	As per RFP
110	xi	. Post compliance to regulatory norms stated above on cash management, at a future date if there is any instance of non-compliance identified by bank, it would be liable for deduction at Rs 1,000/- per instance per ATM.	not acceptable, Penalty should be Rs 100	As per RFP
111	xii	Any instance of un-authorized cash diversion/ removal from ATM (without intimation to Bank) – Rs.5000/- per instance. Penalty shall not be levied if Bidder informs Bank for any diversion which are beyond their control.	not acceptable, Penalty should be Rs 100	As per RFP
112	xiv	xiv. Non adherence to documentation in cash van specified by bank during cash in transit – Rs.5000/- per instance.	not acceptable, Penalty should be Rs 50	Refer Addendum 2

113		xviii	xviii. Delay in Incident Reporting shall attract penalty as below: - Rs 1000.00 for delay by more than 1 day and upto 3 days per instance plus amount of entire financial loss to the Bank. - Rs 2000.00 for delay by more than 3 days and upto 1 week per instance plus amount of entire financial loss to the Bank. - Rs 3000.00 for delay by more than 1 week and upto 15 days per instance plus amount of entire financial loss to the Bank. - Rs 5000.00 plus amount of entire financial loss to the Bank for delay by more than 15 days to 1 month plus amount of entire financial loss to the Bank. - Rs 10000.00 for delay by more than 1 month till reporting of the incident plus amount of entire financial loss to the Bank	not acceptable	As per RFP
114		xxi.	. For any cash misappropriation, Bidder is liable for pay total misappropriation amount along with following penalty per instance: - Rs.5, 000/- for misappropriation upto Rs.5 lacs. - Rs.10, 000/- for misappropriation between Rs.5 lacs – Rs. 25 lacs. - Rs. 25,000 for misappropriation between Rs.25 lacs – Rs.50 lacs - Rs.50, 000 for misappropriation greater than Rs.50 lacs. - If misappropriation amount is more than 5 Lakhs, bidder to ensure that respective custodians are replaced for all ATMs of the Bank. For amount less than 5 Lakhs, respective custodians to be replaced upon second incident for all ATMs of the Bank	not acceptable	As per RFP
115		xxiii	Any un-authorized instance of cash vaulting by cash handling agency will be liable for deduction at Rs 5,000/- per instance. This deduction will not be applicable if the Bidder has provided the bank with prior information on the emergency situation (if any) that resulted in cash vaultin	not acceptable, Penalty should be Rs 100	As per RFP
116		xxvi	Bidder needs to ensure necessary steps are taken by the cash handling agency to avoid mixing of cash issued by the Bank with other banks' cash & vice versa. Steps taken in this regard need to be communicated to Bank each quarter. If Bank directly observes such discrepancy at any site, Bank has a right to penalize MS bidder of Rs. 1000/- per instance	not acceptable, Penalty should be Rs 100	As per RFP
117	4.3	Manged Services - F. MONITORING SERVICES AND HELP DESK	The selected bidder will be responsible for online and real time monitoring of ATMs to ensure desired 98.5% uptime. Bidder should provide remote monitoring tool at Bank's site or site Specified by the Bank for observing the health and status of all the ATMs outsourced/deployed by the bidder.	Should be discussed with on Exclusions	As per RFP
118		G. INCIDENT MANAGEMENT / RESOLUTION SERVICES	The bidders' Incident Management System will use following features	Switch feed not mentioned for Incident Management	As per RFP

119		H. CENTRALIZED MONITORING FOR IMPROVEMENT UPTIME AND AVAILABILITY	Impact of downtime due to force majeure such as natural calamities would be excluded for validating the uptime achievement as per SLA	Exclusions not mentioned anywhere hence we should be clear about to get all possible exclusions- Under Force Majeure-Rain,VSAT related bulk down, DR by SUppliers,Any Bank related downtime, Access related as per MHA, DR Drill or Patch, Strike,Riot , Cash -Bank not provided cash, tech issues for FOS penalties	No change in clause
120		Error codes for reporting uptime will be defined by Bank & shall be common across all MSPs.	CENTRALIZED MONITORING FOR IMPROVEMENT UPTIME AND AVAILABILITY	Error code to be agreed mutually as Downtime impact and non downtime impact	As per RFP
121		M. FLM AND SUPPORT SLM SERVICES	The selected bidder to provide First Level Maintenance (FLM) and Second Level Maintenance (SLM) support of all equipment's supplied and used for smooth operation of ATM system such as ATM, Site infrastructure equipments. FLM will responsible for attending site as per TAT specified, investigate root cause of issue reported, resolve & report to bidder or provide appropriate feedback to bidder. Next level of action to be taken by bidder	Bank to approve External FLM agencies to attend Non cash related FLM calls	As per RFP
122	5.12	5.12 SYSTEM UP TIME -- Annexure 26	Minimum Uptime requirements 98.5% --- Penalty for fall in uptime: (In case of more than 10% downtime (after exclusions) over a period of two months, then no payment will be made to the Bidder during the period)	We request Bank to approve exclusions , flood , earthquak , terror attack , force majeure	Refer to Force Majeure clause of RFP
123	144	26 to 30	GI Frame Work,Front Façade,Porch Construction,Glazed tiles on dado,Gypsum Paneling	Not Applicable as site we are using ACP sheet	As per RFP
124	8	1.4	Tender Title : Request for proposal for selection of Bidder for end to end deployment of 300 offsite ATMs under OPEX model for 5 years including allied services & compliances of regulatory requirement.	In opex mode 5 years tenure is non-feasible for bidder hence request Bank to modify as 7 + 1 Years contract.	As per RFP
125	12	2.1 (vi)	Bank Guarantee towards Earnest Money Deposit, integrity pact and all such Declarations/ Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted along with RFP Documents both Online (Scanned Copy) on GeM portal and Offline (Original) within the stipulated timeline by the bidder before bid submission timeline as mentioned above, at:	As per Public Sector Bank RFP submission process, Bank needs the following Key Documents to be submitted as Hard Copy namely (1) Integrity Pact, (2) EMD, (3) NDA & (4) Any other stamp paper documents only. Rests all documents to be submitted in GeM as Soft Copy Documents. Request Bank to modify suitably. Bidder needs clarity what are the documents to be submitted in Soft Copy & Hard Copy respectively.	All the documents to be submitted mentioned in the RFP in soft & hard copy
126	18	3.5	Bid Currency & Price Structure : Prices in the bid document shall be expressed in the Indian Rupees (INR) only. The rates quoted in Performa for Indicative Commercial offer should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the services. The cost will not depend on any variation in dollar exchange rate/change in tax structure.	No variation in rate - Inflation directly impacts the cost of services for the vendor. The CPI rate for India for the last 10 years for the period 2013-2022 has averaged at 5.6% as per actual data (source: Worldbank). With this background, capping NIL increase is not reasonable. Capping should be based on historical data and trends. We request the Bank to increase it to minimum 5% to make it operationally viable for the vendors.	As per RFP

127	31	3.25	<p>Cash Bank Guarantee(CBG) : Bidder will need to provide bank guarantee for 15 months (1-year validity with 3-months claim period) within 30 days of accepting the work order to cover risks associated with handling bank's cash, transportation of cash, its storage & any other consequence arising out of breach of agreement terms.</p> <p>Bidder need to provide bank guarantee to the extent of 5% value, of average cash handled (picked from bank for ATMs/evacuated from ATMs) on daily basis. For e.g. if cumulative daily average cash value being handled is estimated at Rs.50 Cr., bank guarantee should be provided for Rs.2.5 Cr. Amount of CBG would be reviewed by bank on annual basis for upward revision in amount of bank guarantee (if any) and revised CBG should be submitted before expiry of previous CBG. Interest at the rate of 24% for delay in submission of CBG (in days) will be charged.</p>	Request Bank to stipulate this BG against cash to Rs10,000/- per ATM	As per RFP
128	31	3.26	<p>Earnest Money Deposit (EMD) : Bidders (except MSE) are required to submit the Bid Earnest Money (EMD) to protect the Bank against the risk of Bidder's conduct. EMD of Rs.1,25,00,000/- issued in favour of Punjab & Sind Bank as mentioned in Key-Information should be in the shape of irrevocable Financial Bank Guarantee only from any Scheduled Commercial Bank except Cooperative Bank and RRB valid for minimum 225 Days from the last date of Bid Submission as per Annexure- 14. EMD will not be accepted in any other form & will lead to outright rejection of the Offer / Bid.</p>	<p>We request Bank to allow Insurance Security Bonds as an additional instrument for furnishing EMD as per the govt guidelines. As per 6.1.2 (i) in page 106 of the Manual for Procurement of Goods dated June 2022 by Dept of Expenditure, Procurement Policy Division, Ministry of Finance - Bid Security may be furnished in the form of Insurance Surety Bond. This is also as per Office Memorandum No.F.1/1/2022-PPD dated 02.02.2022 of Dept of Expenditure, Ministry of Finance which made amendments to General Financial Rules (GFR), 2017 regarding 'Bid Security' and 'Performance Security' to include Insurance Surety Bonds as Security Instrument.</p> <p>Also, request Bank to reduce the amount to 50,00,000/- as this is extremely high amount for 300 ATMs.</p>	As per RFP
129	37	4.1	<p>Scope of Work : Bank will communicate to the selected Bidder, the number of ATMs required in each site/city/place of zone spread across country. The</p>	Rent for Malls / Shopping centers to be paid by Bank as the rent are extremely high.	As per RFP
130	37	4.1	<p>Any licenses/authorizations required for installation of ATM/ATM at selected site shall be arranged by Bidder.</p>	Bank as a principal employer need to look into for all the licenses / authorizations from the government / local authorities at selected off sites.	As per RFP
131	38	4.1	<p>ATM SITE SELECTION SPECIFICATIONS : Entrance/exit of ATM should have a roller shutter with embedded Central Locking System.</p>	Please remove Central Locking System from roller shutter as it is not applicable.	Refer Addendum 2
132	38	4.1	<p>RELOCATION OF ATMS : Bank may ask the bidder to relocate the ATM to another site if the ATM is installed for more than 6 months and is not achieving average target of 75 financial hits per month. In such case, new site recommendation will be given and approved by Zonal Office.</p> <p>Bidder has to complete the relocation activity and make the site operational with 30days of site finalization at no additional cost to the Bank.</p>	<p>Bank to ensure minimum 125 Transactions (75% Financial & 25% Non-financial Transaction ratio) per ATM per day to make the project viable for bidder. 75 Financial hits is totally non-viable for bidder to bid the RFP. Request to publish the Bank's last 6 months average Transaction data in pre-bid response.</p> <p>In this connection, we suggest Bank to modify this RFP to Fixed Monthly Rental model.</p> <p>Also, site relocation expenses need to borne by Bank.</p>	As per RFP

133	38	4.1	OBLIGATORY ATMS : If Bank asks to install an ATM at a location which is obligatory for the Bank and average daily hits is less than 50, Bank will give a minimum pay-out of 50 hits per month to the Bidder for that particular site. In case, no of hits are 50 or more than 50 in any month, then payment will be done as per actual hits.	<p>A) Bank to ensure minimum 125 Transactions (75% Financial & 25% Non-financial Transaction ratio) per ATM per day to make the project viable for bidder else request to change the RFP as a Fixed Monthly Rental Model. Hence request to remove this clause.</p> <p>B) Request bank to modify the clause and provide that the average daily hit shall be 120 transactions. As bank has itself considered 120 transactions as average transaction for placing commercial bid then in such case Bank shall not ask bidder to run sites at loss considering 50 transactions. It is impractical for bidder to manage at the rate provided for 120 transactions against 50 transactions.</p> <p>C) Request Bank to have minimum pay-out of 3000 hits per month of which 2250 hits to financial & remaining 750 hits as non-financial)</p> <p>D) We request bank to keep the minimum pay out of 40000/- rupees upto 75 hits/transactions applicable to the other sites also other than those falling under obligatory sites</p>	As per RFP
134	39	4.1	GROUTING & DE-GROUTING OF ATMS : Bidder will have to necessarily undertake de-grouting work at all sites where replacement of old machine is required.	Requesting Bank to approve De-grouting charges on mutually agreed terms .	As per RFP
135	45	4.2 ATM SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE	ATM SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE : ATMs/ATMs should be capable of running Multi-Bidder Software (MVS) implemented by the Bank in all its ATMs without any hardware changes. The Bidder will be responsible for testing, integration, commissioning and coordinating implementation of the MVS, in the ATMs to be supplied by them without any extra cost to the Bank, as per applicable site of the Bank.	<p>A) All ATMs will be supplied with MVS capability but Bank need to be responsible for testing, integration, commissioning and coordinating implementation of the MVS where successful bidder will carry out necessary coordination with MVS Vendor only. To rollout of MVS, Bank need to pay engineer visit charges per visit per ATM basis with mutually agreed terms.</p> <p>B) Is Machine going to be operated on MVS solution? If yes, can Bank provide details on vendor providing MVS solution. If Bank plans to implement MVS in future, then testing, development SIT, UAT etc. cost should be paid by the Bank (mutual Consensus)</p>	As per RFP
136	45	4.2 ATM SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE	ATMs deployed should comply with RBI, IBA, EMV, VISA/MasterCard, NPCI/NFS guidelines. If any new guidelines are issued by these organizations, the bidder/bidder shall arrange for its compliance / upgradation without any cost to the Bank.	<p>A) While compliance with all existing guidelines/ advisory is acceptable, any future guidelines/ advisory that are completely uncertain and cannot be accepted without any cost to the Bank. We request the Bank to keep the costs related to any future guidelines/ advisory based on mutual discussions between the Bank and Vendor.</p> <p>B) Machines shall be deployed meeting all the regulatory guidelines as on date. For any future upgrades to meet the guidelines should be paid as actuals or mutual consensus.</p> <p>C) Bidder will comply to all regulatory compliance as on date of bid submission. Subsequent future guidelines/advisory needs to be discussed and mutually agreed at an incremental price.</p>	As per RFP
137	46	4.2	Bank may have periodic review of technology in every half year. In case any of the models becomes obsolete, the bidder will ensure the latest machines are available, at no extra cost to Bank.	This is not industry practice hence request Bank to remove this clause.	Clause deleted
138	46	4.2	It is the responsibility of the bidder to change/upgrade/customize the infrastructure at all levels (like software, hardware supplied to Bank, Infrastructure at Management Centre etc.) for ensuring the compliance to statutory guidelines issued from RBI, IBA and VISA/MasterCard/NPCI etc. at no additional cost to the Bank. Bank reserves the right to close the machine at its discretion for non-compliance of regulatory guidelines.	While compliance with all existing guidelines/ advisory is acceptable, any future guidelines/ advisory that are completely uncertain and cannot be accepted without any cost to the Bank. We request the Bank to keep the costs related to any future guidelines/ advisory based on mutual discussions between the Bank and Vendor.	As per RFP

139	54	4.2	CASH SERVICES : CASH REPLENISHMENTS AND FORECASTING SERVICES FOR ALL THE OFFSITE ATMS : In order to have a proper check on the movement and reconciliation of cash, Bidder will ensure that CIT/CRA conducts minimum 15 EOD and 15 Cash loadings in a month per ATM/BNA so as to ensure that there is no gap of more than two days between two EODs/Cash loadings (Working or Non-working) at all the ATMs. Further, Bank may increase number of EOD/Cash loadings at any point of time. This is the minimum benchmark for EODs/Cash loadings. Ideally, Bidder has to do more.	Request Bank to modify as : 15 EOD / 15 Cash loading.	As per RFP
140	55	4.2	Cash Replenishment Services shall be provided normally whenever required; such Services are known as "Scheduled Replenishment Services." Bidder /CRA shall respond to unscheduled service requests also. (Replenishment on Sundays and Holidays may also be required in emergency or Cash out situations. It is to be done at no extra cost to the Bank).	Request Bank to accept NI Act holidays hence additional cash need to be issued proportionately based on cash dispense for loading into ATMs to avoid cashout.	As per RFP
141	67	5.2	DURATION OF CONTRACT: The contract will start from the date of acceptance of purchase order by the Bidder and will be valid for Five (5) years from the date of signing of the SLA, subject to yearly performance review for satisfactory performance of the Bidder. If required, the tenure of contract can be extendable upto 2 years on mutually agreed terms and conditions in single or multiple trenches at the sole discretion of Bank in subject to satisfactory performance of successful bidder.	A) In opex mode 5 years tenure is non-feasible for bidder hence request Bank to modify as 7 + 1 Years contract. B) Request Bank to increase the contract period/ tenure to 7 years & later extendable upto 2 years. The minimum life of any ATM is 7 years & can comfortably run for 7 years without any challenges.	As per RFP
142	68	5.6	DELIVERY & INSTALLATION PERIOD: Ready for Operation: 5 weeks from date of approval of Bidder's proposed site, by the Bank.	Bank to modify the timeline as follows : City locations - 5 Weeks Urban / Seme-Urban locations - 6 Weeks Rural / Remote locations - 7 Weeks	As per RFP
143	68	5.8	In the event Bank intends to withhold such payments of any charges by the Bank, Bank shall notify the Service Provider, immediately, within 15 days of receipt of the invoice indicating the reason for such withholding and detailing the deficiency in services. Upon receipt of such intimation, the Service Provider shall either rectify such deficiency or provide adequate reasons for such deficiency or accept such deficiency. If the deficiency is rectified, or if the Bank is satisfied with the response of the Service Provider, then the Bank shall not withhold any payments.	Request Bank to mention the payment timeline with in 30 days of invoice submission / clarification received from Vender.	As per RFP
144	77	5.26	FORCE MAJEURE	Vandalizm to be considered as this is unpredictable by anyone.	No change in clause
145	91	ANNEXURE - 2 (Point no 13)	Bidder should not have been disqualified on account of indulging in unethical business practices, a certificate to this effect be made available by the bidder from their existing clients/ banks.	Request bank to modify the clause as : "Bidder should not have been disqualified on account of indulging in unethical business practices, a self certificate to this effect be made available by the bidder".	No change in clause
146	148	Annexure - 26	Penalty Clause	The penalty mentioned in Annexure - 26 is extremely high. There are multiple penalty for single occations. Penalty to be calculated based on Uptime below 95% onwards considering the geographical areas with a overall penalty cap of 7.5% as maximum to be cdeducted from munthly invoices.	As per RFP
147	157	ANNEXURE – 29	Local Content Certificate (LCC) : Bank advised to submit LCC for everything like ATM, AC, UPS, Batteries, NW equipment, E-Surveillance, TIS, EJ & RMM services.	Request Bank to consider ATM only as the list of LCC is exhaustive and cumbersum task for bidders to get all certificates from OEM and subsequently to get it vated by Statutory Auditor. At EPS's Statutory Auditor is one of the Big-4 which takes huge time to get this Certificate issued. In such scenario we request Bank to allow clear 15 Working Days for Submission of Bid document from the date of publish of Final Pre-Bid Response & Corrigendum.	Refer Addendum 2
148	13	2.1 (xiv)	Until the execution of a formal contract, this RFP document with its corrigenda (if any), together with the Bank's notification of award and the bidder's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder	Bidder would like to clarify that it is subject to Pre-Bid queries raised by the Bidder.	Pre-bid queries reply by bank also part of contract.

149	13	2.1 (xv)	The information and documents provided by the bidders in response to this RFP shall become the property of the Bank and will not be returned. Only the Bank Guarantee towards Earnest Money Deposit/Bid Security shall be returned in accordance with relevant clause of RFP.	Bidder requests that the information and documents to be provided by the Bidders in response to this RFP would contain confidential and proprietary information of the Bidder. Hence, confidentiality has to be observed to the information and documents to be provided by the Bidders. The proposal may be used by the Bank for the sole purpose of evaluating the Bidder with respect to this RFP.	As per RFP
150	24	3.15 (ii) (iii) (iv)	<p>(ii) Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.</p> <p>(iii) The Confidential Information will be safeguarded, and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations, or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.</p> <p>(iv) Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Bidder's performance under the Contract, if so required by the Bank.</p>	<p>Any such confidential Information which is required under the directions or order under law shall be provided without the Banks consent in the event such order or law madates the same.</p> <p>The Bank shall take reasonable steps to mitigate the loss of confidential data.</p> <p>Bidder would like to clarify and requests the Bank that the confidentiality be made mutual and on mutually agreeable terms.</p> <p>Bidder would like to discuss with Bank that the proposal as submitted by the Bidder be treated confidential because the same being proprietary to Bidder and use of the proposal document be restricted only for evaluation purpose within Bank and Bidder would like to take a call as to return or destruction of proposal / document by Bank .</p> <p>The said documents or information shall be retained by the bidder for its audit purposes and if such information is stored in some electronic form which cannot be destroyed or returned then the same shall be retained by the bidder.</p>	As per RFP
151	31 67	3.24 5.3	Bank reserves the right to cancel / terminate the contract at any time by giving a written notice of 30 days in case bidder fails to meet any of the requirements as mentioned in the RFP.	Bidder requires reasonable cure period before terminating the agreement for any reason.	No change in clause
152	34	3.29	Non-Disclosure Agreement (NDA)	Bidder requests Bank to make the Non-Disclosure Agreement mutual as Bidder is also sharing confidential information to the Bank.	As per RFP
153	35	3.3	Service Level Agreement (SLA) This contract shall be based on this RFP document (read with Addendums / Corrigendum / Clarifications), LOI, Purchase Order, the bidder's offer document with all its enclosures, modifications arising out of negotiation / clarification etc. and such other terms and conditions as may be determined by Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid. However, the terms and conditions of Purchase Order and RFP (read with Addendums / Corrigendum /Clarifications) shall constitute a binding contract till such time the formal contract is signed by the Bank and the Bidder.	Bidder would wish to clarify that any terms and conditions of the contract will be subject to Pre-Bid queries raised by the Bidder and mutual agreement between the parties.	Refer Addendum 2

154	67	5.2	SIGNING OF CONTRACT: The successful bidder(s) shall mandatorily enter into Service Level Agreement (SLA), Non-Disclosure Agreement (NDA), integrity Pact (IP) with Bank and submit the Bank Guarantee, within 30 calendar days from the date of empanelment/LOI given by Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in the contract. If the contract is not signed within the given period (30 calendar days), Bid Earnest Money/Bid Security Declaration will be invoked after a grace period of 15 calendar days.	A) Bidder would wish to clarify that any terms and conditions of the contract will be subject to Pre-Bid queries raised by the Bidder and mutual agreement between the parties. Bank should cooperate with Bidder to sign the contract within agreed timeline. Earnest Money/Bid Security Declaration should not be invoked if the delay for the reason is attributable to Bank and without due notice to the Bidder. B) We request bank to amend this clause as below: "The successful bidder(s) shall mandatorily enter into Service Level Agreement (SLA) on mutually agreed terms, Non-Disclosure Agreement (NDA), integrity Pact (IP) with Bank and submit the Bank Guarantee, within 30 calendar days from the date of empanelment/LOI given by Bank.. "	ok
155	70	5.11 (b)	REGULATORY COMPLIANCE/BANK REQUIREMENT: For any future update to meet the security guideline issued by regulators or asked by the Bank, bidder has to implement the compliance. Bidder will ensure that compliance of security guidelines should be implemented within three months from date of Bank's notice or RBI timelines whichever is earlier. OS upgrade, software updates, patch updates etc. will be done at no additional cost to the Bank.	Bidder would like to clarify that, if there is any cost impact for complying with new requirements by any new law, regulation, guidelines, or upgrade, software updates, patch updates etc that cost will be borne by the Bank and implementation will be on mutual terms agreed.	As per RFP
156	73 76	5.22 5.23	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: Regulatory Compliance: Successful bidder shall be held liable for any non-compliance or delay in compliance to Regulatory/Statutory guidelines. Any new advisory/guidelines issued by regulatory authorities like RBI, MoF, DFS, GOI etc. need to be implemented free of cost. Any penalty/cost imposed by the Regulator on Bank will be the responsibility and liability of the successful bidder and the bank shall be compensated for the same.	Bidder would like to clarify that, if there is any cost impact for complying with new requirements by any new law, regulation, guidelines that cost will be borne by the Bank and implementation will be on mutual terms agreed. Bidder does not agree unilateral imposition of penalties, and any such deductions ought to be pre-discussed and effected after due notice to cure.	No change in clause
157	75	5.23	LIQUIDATED DAMAGES: Any financial loss to the Bank on account of fraud/data breach/loss/damage, third party claims of infringement of patent, trademark or industrial design, etc. taking place due to successful bidder, its employees or due to successful bidder's negligence shall be recoverable from the successful bidder along with the damages, if any, with regard to Bank's reputation and goodwill. Decision of the Bank in this regard shall be final and binding on the successful bidder.	Bidder clarifies that the recovery from Bidder is limited to the actual loss to the Bank. Hence, Bidder request the Bank to delete the indirect damages like loss of good will and reputation, be removed from this LD clause.	Refer Addendum 2
158	76	5.24.1	Termination for Default: The quality of items/services supplied by the bidder will be reviewed and if the services and quality of goods are not found satisfactory, bank reserves the right to terminate the contract by giving 30 days' notice to the bidder. The decision of the bank regarding quality of items/service shall be final and binding on the bidder.	Bidder requires reasonable cure period before terminating the agreement for any reason.	No change in clause
159	77	5.24.3	Termination for Convenience: The Bank, by written notice of not less than 30 (Thirty) days sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.	Bidder requests that any termination under this agreement be only for cause with a sufficient cure period. Hence, the Bidder requests removal of this clause on termination for convenience as it would directly affect the Bidder capex investment. Alternatively the Bank should agree for an appropriate termination compensation/WDV compensation based business negotiation or minimum contract tenure. Exit rights for the bidder to be also reserved.	No change in clause
160	78	5.26	FORCE MAJEURE: Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder.	The clause is one sided. Bidder requests the Bank to discuss with the Bidder before taking any decision or terminating the agreement considering the impact of Force Majeure.	No change in clause

161	78	5.28	CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER: The shortlisted bidder shall be required to execute SLA (Service Level Agreement), IP (Integrity Pact) and NDA (Non-Disclosure Agreement) with the Bank within 30 working days of issuance of Purchase Order by the Bank.	Bidder would wish to clarify that any terms and conditions of the contract will be subject to Pre-Bid queries raised by the Bidder and mutual agreement between the parties.	ok
162	81 82	5.34	INSPECTION AND AUDIT All costs for such audit shall be borne by the Bidder. The Bank has the right without notice to inspect immediately as per circumstances as decided by bank, and test the infrastructure, software and procedures being followed for this engagement by Service Provider at any time.	The Bidder requests the Bank that the costs for audit like audit fee etc. shall be borne by the Bank. The Bidder requests the Bank to provide advance notice before inspection.	No change in clause
163	82	5.35	The remedy available to the Bank under this clause will survive termination of the Purchase Order such that in the event of violation of IPR claim by any third party after the expiry of the contract between Bank and the Bidder, the indemnity clause listed above will be valid and applicable beyond the contract period.	Bidder request the Bank to restrict the application of cl. 5.35 to direct losses related to the services and consequent to the failure of the Bidder or its employees. Indirect losses and losses caused or attributable to the Bank need to be excluded. Further Bidder would like to state that the indemnity provision is very broad and covers unlimited liability on the Service Provider. Bidder proposes to include opportunity of hearing and submission of root cause analysis and a cure period before demand for loss is made. Also, the bidder proposes to restrict the loss to actual/direct losses which are directly attributable to the Service provider and not on indirect losses which may be suffered by the Bank.	No change in clause
164	83	5.37	INDEMNIFICATION	Bidder will not be indemnify the Bank for indirect and consequential damages.	No change in clause
165	83	5.39	GOVERNING LAW AND DISPUTES For the appointment of sole arbitrator, Bank shall suggest a Panel of Arbitrators consisting three names out of which the Service Provider may agree to any one. In case, Service provider fails to convey its determination within a period of 30 days from the date of receiving such names, Bank shall nominate a Sole Arbitrator out of the Panel of Arbitrators and the same shall be acceptable to Bidder.	Bidder clarifies that the Arbitrator shall be appointed by mutual consent between the parties. If no consent between the parties, parties may choose three arbitrators or may approach court for appointed of Arbitrator. Bank cannot suggest the Panel of Arbitrator as it is legally untenable.	No change in clause
166	83	5.39	GOVERNING LAW AND DISPUTES Service Provider shall continue to work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the approval of bank in writing that the events are such where work cannot possibly be continued or until the arbitrator's decision to the contrary, as the case may be, has been obtained by Service Provider. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Service Provider which may be adjusted by the Bank from the Performance Bank Guarantee and/or any amount to the credit of or payable to Service Provider, being treated in default, so that the business of the Bank is not disrupted. Parties shall bear their own costs and cost of the Arbitrator shall be shared by the parties.	Bidder does not agree to the highlighted section considering that the same is preposterous and any such adjustment or invocation cannot be done without notice and permission of the Bidder and the Arbitrator, during the dispute resolution phase.	No change in clause
167	85	5.4	LIMITATION OF LIABILITY Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value.	Bidder would like to discuss with Bank to reduce the exclusions based on mutual negotiations and arrive a mutually agreed cap on Bidder's liability.	No change in clause
168	154	ANNEXURE – 27	Total Cost of Ownership (TCO) shall be calculated as under: Table 2:	Request Bank to change revenue model from Per transaction to Monthly fixed model and minimum tenure period to 7 years instead of 5 years.	As per RFP
169	148	PENALTIES FOR DELAY/DEFECT IN SERVICES	Shifting of sites approved by Bank should be completed by Bidder without any additional cost to the bank within 30 days after date of sanction of new site and thereafter penalty of Rs. 2000/- per day machine with maximum cap of Rs. 2,00,000/- will be recovered.	Any shifting of sites as per Bank wish would be chargeable to the Bank for shifting charges and site implementation charges on mutual understanding basis.	As per RFP

170	76	5.24 TERMINATION	Termination for Convenience: The Bank, by written notice of not less than 30 (Thirty) days sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.	Request Bank to exclude the Termination for convenience clause as Bidder has invested its Capex for the Bank.	No change in clause
171	50	F. MONITORING	The selected bidder will be responsible for online and real time monitoring of ATMs to ensure desired 98.5% uptime.	Request Bank to consider standard ATM uptime of 96%	As per RFP
172	31	2.25	Bidder need to provide bank guarantee to the extent of 5% value, of average cash handled (picked from bank for ATMs/evacuated from ATMs) on daily basis.	Request Bank to remove clause as bank already asked for 10 % PBG	Clause deleted
173	5	Introduction	Bidder should offer a Model as per the Technical Specifications provided in the RFP document which will be supported for a period of at least 7 years after installation. Bank may seek for a POC of complete functionality of machine before placement of order begins. Bidder should also provide routine and type test certificates from any reputed test lab in India / abroad.	Request Bank to clarify on test certificate requirement. Can we provide self declaration on Machine performance.	Refer Addendum 2
174	15	Chapter 3: Instruction to Bidder	Bidder will install proposed ATMs latest model which is having minimum installed base of 500 ATMs in Banks in India as on date of Bid submission.	Since bank has suggested to provide latest ATMs for this RFP. Request Bank to amend the clause to " Bidder will install proposed ATMs latest model. Bidder should have minimum installed base of 500 ATMs/CRMs in Banks in India as on date of Bid submission". We have launched our own upgradable ATMs & would like to Bid with the proposed Model.	Refer Addendum 2
175	31	3.25	3.25 Cash Bank Guarantee(CBG) Bidder will need to provide bank guarantee for 15 months (1-year validity with 3-months claim period) within 30 days of accepting the work order to cover risks associated with handling bank's cash, transportation of cash, its storage & any other consequence arising out of breach of agreement terms.	Request bank to kindly delete this clause as bank is already requesting for performance bank guarantee and responsibility of cash insurance has already been transferred to bidder.	Clause deleted
176	31	3.24 Contract Period	3.24Contract Period: The contract will start from the Acceptance of the Purchase Order by the Bidder and will be valid for the period of five years from the date of signing of the SLA. Contract may be extended on mutually agreed terms and conditions in single or multiple tranches up to 7 years i.e. another 2 Years at the sole discretion of the Bank, subject to yearly performance review for satisfactory performance of the Bidder	Request bank to modify the contract period to 8 years and extendable by another 2 years. This will enable bidder to provide competitive rates and allocate capex cost over 10 years.	As per RFP
177	32	3.27	Performance Bank Guarantee (PBG)	Request bank to kindly modify the bank guarantee from 10% to 5%, as the same is the standard followed across all such RFP's	As per RFP
178	32	3.27 Performance Bank Guarantee (PBG)	Performance Bank Guarantee (PBG)	Request bank to consider: The Selected bidder, within 15 days from the date of issuance of Purchase Order will have to furnish a Performance Bank Guarantee or Insurance Security bond to be issued by any scheduled commercial bank (other than Punjab & Sind Bank, RRB and Cooperative bank) equivalent to 5% of total cost of project for 72 months (i.e. 60 months validity with 12 months claim period from the date of issuance of Purchase Order).	As per RFP
179	33	3.2.7 (Vii)	The Service Provider will fulfil its commitments under the Agreement in line with the timeline provided in the Request for Proposal (RFP). The Bank will offer a 15-day cure period if the Successful Bidder delays project implementation beyond the timeframes specified in the RFP or materially violates the terms and conditions of the contract.	Not acceptable. Bank to provide 45 days cure period for delay in project implementation. Request bank to modify this clause accordingly	As per RFP

180	33	3.2.7 (ix)	The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to it, the equivalent value of any payment made to it by the Bank due to inadvertence, error, collusion, misconstruction or misstatement. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to the Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 15 days, indicating the contractual obligation(s) for which the Successful Bidder is in default. Once the maximum deduction equivalent to PBG is reached, the Bank may consider termination of the Agreement.	Bank to change the cure period from 15 days to 45 days. Request bank to modify this clause accordingly	As per RFP
181	37	Chapter 4: Scope of Work	Selected Bidder will not install its White Label ATM(s) or any ATM of other Bank with whom they are having arrangements within vicinity of 200 meters in Metro, 500 meter in Urban area and 1 KM in Semi urban area and should not adopt any such policy/practice which may affect the hits of the Bank ATM.	We request Bank to exclude this clause, as any WLA vendor shall not deploy ATM near any Bank ATM, if there is not enough customer base/ transactions within the vicinity. If there is enough transaction happening within the vicinity, some WLA vendor or Bank may deploy the ATM.	Refer Addendum 2
182	37	Chapter 4: Scope of Work, 4.1, SITE LOCATION: OFFSITE LOCATIONS	The Bidder should enter into lease agreement/ownership for the site, roof rights in case of VSAT installation/solar panel installation where new ATMs are proposed to be installed.	Please clarify how many VSATs will get power from Solar and how many will run on AC power source? Also need to understand output DC voltage and current to be provided from Solar solution?	To be decided by the bidder.
183	37	Chapter 4: Scope of Work, 4.1, SITE LOCATION: OFFSITE LOCATIONS	The Bidder should enter into lease agreement/ownership for the site, roof rights in case of VSAT installation/solar panel installation where new ATMs are proposed to be installed.	Any hardware failure or service disruptions due to site conditions or physical damages or any reason not attributable to Huges, will be under bidder account and the hardware will be not be covered under AMC	As per RFP
184	38	Chapter 4: Scope of Work, 4.1, SITE LOCATION: OFFSITE LOCATIONS	Bidder to do all the VSAT/ Leased Line/ATMMA connectivity and related works like conduiting, crimping, cabling etc. providing & fixing of 25 mm dia PVC 2 mm thick conduit of ISI make with saddling for connectivity.	Complete conduiting, crimping or any other civil work will be under front bidder scope of work.	As per RFP
185	39	NETWORKING FOR CONNECTIVITY OF ATMS	A) The minimum bandwidth in case of VSAT last mile at every location for each ATM should be dedicated 32 Kbps for upload & download respectively with 100% concurrency (demand as on today). Also, per ATM bandwidth requirement should match with the day to day requirement. If any software or application upgradation demands increase in the bandwidth, the same should be made adequately available to cater to the day to day requirements within the contract period without any additional cost to the Bank. B) Bidder should also arrange for backhails (from service providers BSNL, Bharti Airtel, MTNL, Vodafone, TCL, Reliance JIO, Sify, Hughes, Tatanet, RailTel etc.) for connecting to the Bank's ATM Switch at DC (located at Mumbai) and DR (located at Noida). Leased circuits for backhaul links shall not be shared with any other customer.	A) As per RFP minimum BW requirement for VSAT connectivity is 32 Kbps Up and 32 kbps down. Please confirm the exact/ maximum BW requirement B) Please allow bidder to use existing backhaul infra between service provider to Bank DC and DR. The infra is dedicated for PNB. C) Existing service providers may use the Backhaul links by upgrading the Bandwidth as needed. Pls confirm. D) We understand that the BW mentioned is per ATM, and in case there will be more than 1 ATM at any site, then BW provision shall be in multiple of 32Kbps upload and download. Pl confirm E) Any upgradation of the Bandwidth will be at additional cost.	A) As per RFP B) Backhaul has to be provided by the bidder. C) Backhaul has to be provided by the bidder. D) Yes E) As per RFP

186	39	SUPPLY AND INSTALLATION OF FIXTURES, UPS, BATTERIES AND ACS WITH VOLTAGE STABILIZERS	<p>A) Installation and maintenance of UPS with minimum 8 hours' battery backup</p> <p>B) Bidder will also provide voltage stabilizer for UPS (as per requirement) and isolation transformer (as per requirement) at the site to run the ATM smoothly</p>	<p>A) Actual Load & UPS Rating not mentioned. Need to specify battery</p> <p>B) IT & SCVS Rating not mentioned Technical specification of UPS is not mentioned. UPS & Battery Warranty not mentioned</p>	UPS (ISI Mark) with any specification having minimum 8 hours' battery backup
187	40	NETWORKING FOR CONNECTIVITY OF ATMS	Preventive maintenance of network equipment's should be carried out by the bidder at least once a quarter to ensure uninterrupted ATM service. There should not be a gap of more than 90 days between to preventive maintenance visits.	In case of managed 4G and VSAT, the Preventive maintenance is possible from service rovider HUB. Hence requesting bnak to allow preventive maintenance from servie providers HUB. In case of physical visit please allow PM in every 6 months.	As per RFP
188	40	NETWORKING FOR CONNECTIVITY OF ATMS	The backhaul link each between Networks service provider's Hub/NOC, to banks' Data Centres and Disaster Recovery Centres should be configured with end to end IP Security and it should support AES, GCM, SHA2	<p>A) As per the clause bank is asking IPSEC on backhaul network but at the same time with reference to page no 40 , The Network should adhere to the following security aspects: bank is asking IPsec tunnel for the traffic from ATM to banks' Data Centres and Disaster recovery centre.</p> <p>B) That means bank is asking 2 IPSEC tunnels. Now a days bank is having HDE and application level security at ATM machine level which ensure the ATM security at application and physical level itself. hence requesting bank to delete the 2nd IPSEC requirement, i.e. from ATM to bank Data Centres and Disaster recovery centres and keep IPSEC only on backhaul network.</p> <p>C) As per the clause bank is asking IPSEC on backhaul network but at the same time with reference to page no 40 , The Network should adhere to the following security aspects: bank is asking IPsec tunnel for the traffic from ATM to banks' Data Centres and Disaster recovery centre. That means the bank is asking 2 IPSEC tunnels. Nowadays bank is having HDE and application level security at ATM machine level which ensure the ATM security at application and physical level itself. hence requesting bank to delete the 2nd IPSEC requirement, i.e. from ATM to bank Data Centres and Disaster recovery centres and keep IPSEC only on backhaul network.</p>	IPSEC should be available from last mile to Switch DC/DR
189	40	Chapter 4: Scope of Work, NET WORKING FOR CONNECTIVITY OF ATMS	A backup link of equal bandwidth to the Primary Backhaul links from a different service provider with end-to-end IP Sec/3DES or any higher version should also be provided by the Service Provider with high availability configuration like dual hand-off / dual last mile.	Please clarify if Service provider can use the existing back hauls with necessary upgrade, if required.	Backhaul has to be provided by the bidder.
190	40	Chapter 4: Scope of Work, NET WORKING FOR CONNECTIVITY OF ATMS	Router, switches, cables or any network devices required should be owned and installed by the bidder at all ATM locations. The physical and logical security of these devices are responsibility of the bidder. The maintenance and up keeping the devices is entirely on bidder. In case of difficult areas where traveling is challenge, the bidder can manage with dual devices	Bank should provide Ports for termination of the back haul links at DC and DR. Also, cross connect from MMR to Bank's Rack will be under bank's scope.	Hardware (Router) and cross connect to be provided by the bidder
191	45	4.2 ATM SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE	In the event of OEM ceasing support to the existing operating system, the successful bidder shall upgrade and install the latest higher version of operating system and all application software supporting the operating software for satisfactory function of ATM on all ATM deployed with no extra cost to Bank. The successful bidder shall also upgrade hardware required to support the higher version of operating system at no extra cost to Bank.	Cost related to hardware upgrade and OS upgrade need to be mutually discussed with bank, in case required in furture	As per RFP

192	45	Sr. 31, Air Conditioners	1.0T High Wall Split ACs with EER (Energy Efficiency Ratio) rating of at least 3.50, cordless remote, with stabilizer, timer, caging and temperature display system. From reputed brands having pan India presence. Copper, drain pipe length not exceeding 10ft (with complete installation).	Can we install 1 Ton 3 Star AC units	Refer Addendum 2
193	46	4.2 ATM SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE	The Successful bidder will provide the one SPOC with Laptop at Head office. Such SPOCs will be responsible for put up all the progress of order, delivery, installation, payments and monitor with resolution of SLM calls logged with OEM. Successful bidder will also ensure to participate in monthly meeting, as and when called by the respective offices	It is not advisable to have Stationed resource/ SPOC at Bank premises for managing 300 units. As this will unnecessary increase the cost.	As per RFP
194	47	4.2 ATM SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE	Bidder must implement ICCW within 2 months from date of intimation for integration with Bank's ICCW middleware solution without any additional cost to the Bank.	A) Can bank suggest which ICCW solution is used by Bank currently or do we need to provide the solution as part of the RFP. B) Request bank to kindly provide details on which ICCW Middleware does the Bank have? Implementation of ICCW involves testing with Bank's systems like ATM Host Switch, UPI Switch and certification by NPCI, which can be time consuming. This extra time should not be included in the 2 months given to bidder to implement ICCW. Request bank to amend this clause accordingly.	To be notified later to the L1 bidder only.
195	48	4.3 MANAGED SERVICES	B. HOUSEKEEPING SERVICES	Only heading is given in the RFP, NO description under this clause	Refer Addendum 2
196	48	4.3 MANAGED SERVICES - F. MONITORING SERVICES AND HELP DESK	The selected bidder will be responsible for online and real time monitoring of ATMs to ensure desired 98.5% uptime	Request Bank to amend the uptime to 97.5% network level with exclusions	As per RFP
197	67	Chapter 5: Terms & Conditions - 5.6 DELIVERY & INSTALLATION PERIOD	Site Selection: 2 weeks from date of order placement Ready for Operation: 5 weeks from date of approval of Bidder's proposed site, by the Bank	Request Bank to amend the clause as 2 weeks for site selections & 5 weeks ready for operation looks challenging	As per RFP
198	68	5.8 PAYMENT TERMS	Note: If Bank asks to install an ATM at a location where average daily hits is less than 50, then Bank will give a minimum pay-out of 50 hits per day for successful financial transaction to the Bidder for that particular site. In case, no of hits are 50 or more than 50 in any month, then payment will be done as per actual hits.	Request bank to modify the clause and provide that the average daily hit shall be 120 transactions. As bank has itself considered 120 transactions as average transaction for placing commercial bid then in such case Bank shall not ask bidder to run sites at loss considering 50 transactions. It is impractical for bidder to manage at the rate provided for 120 transactions against 50 transactions.	As per RFP
199	68	Chapter 5: Terms & Conditions - 5.8 Payment Terms	If Bank asks to install an ATM at a location where average daily hits is less than 50, then Bank will give a minimum pay-out of 50 hits per day for successful financial transaction to the Bidder for that particular site. In case, no of hits are 50 or more than 50 in any month, then payment will be done as per actual hits.	Request Bank to pay fixed fee for the sites suggested by the Bank irrespective on any number of transactions	As per RFP
200	69	5.8	The Bank may withhold payment of any amount that it disputes in good faith for the services rendered, related to erroneous invoice and may set-off penalty amount which service provider owes the Bank under the Agreement	A) Not acceptable. Bidder shall be provided a timeline to rectify the issue before the Bank levies penalty B) Request bank to delete this clause from the RFP	Refer Addendum 2

201	70	REGULATORY COMPLIANCE/BANK REQUIREMENT	For any future update to meet the security guideline issued by regulators or asked by the Bank, bidder has to implement the compliance. Bidder will ensure that compliance of security guidelines should be implemented within three months from date of Bank's notice or RBI timelines whichever is earlier. OS upgrade, software updates, patch updates etc. will be done at no additional cost to the Bank.	Request bank to consider: For any future update to meet the security guideline issued by regulators or asked by the Bank, bidder has to implement the compliance. Bidder will ensure that compliance of security guidelines should be implemented within three months from date of Bank's notice or RBI timelines whichever is earlier. OS upgrade, software updates, patch updates etc. will be done at no additional cost to the Bank. if any new hardware or software required to comply with regulatory then that upgradation under mutual discussion with bidder & bank.	As per RFP
202	73	5.22 Compliance of all Regulatory Requirement like MHA, RBI, NPCI, DFS, IBA etc during the Contract period	It is the responsibility of the bidder to change/upgrade/customize the infrastructure at all levels (like software, hardware supplied to Bank, Infrastructure at Management Centre, ATM site etc.) for ensuring the compliance to statutory, RBI, IBA and VISA/MasterCard/NPCI etc. requirements to the Bank. Bank reserves the right to close the machine at its discretion for non-compliance of regulatory guidelines. 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:	Request bank to consider: if any new hardware or software required to comply with regulatory then that upgradation under mutual discussion with bidder & bank.	As per RFP
203	75	5.23	Any financial loss to the Bank on account of fraud/data breach/loss/damage, third party claims of infringement of patent, trademark or industrial design, etc. taking place due to successful bidder, its employees or due to successful bidder's negligence shall be recoverable from the successful bidder along with the damages, if any, with regard to Bank's reputation and goodwill. Decision of the Bank in this regard shall be final and binding on the successful bidder.	Bank to communicate its decision and allow the Bidder reasonable time to rectify the issue	Agreed
204	76	5.23	Regulatory Compliance: Successful bidder shall be held liable for any non-compliance or delay in compliance to Regulatory/Statutory guidelines. Any new advisory/guidelines issued by regulatory authorities like RBI, MoF, DFS, GOI etc. need to be implemented free of cost. Any penalty/cost imposed by the Regulator on Bank will be the responsibility and liability of the successful bidder and the bank shall be compensated for the same	The machines to be proposed in the RFP will be complied as per the RBI regulations till date. However any new regulatory requirement to be adhered by the bank shall, in the best possible means, be abided by the Bidder and the Bidder at costs as mutually accepted by the parties. Any penalty on the non abidance of such regulatory requirements which is not the Bidder's responsibility shall be the Bank's liability	As per RFP
205	76	5.24	The quality of items/services supplied by the bidder will be reviewed and if the services and quality of goods are not found satisfactory, bank reserves the right to terminate the contract by giving 30 days' notice to the bidder. The decision of the bank regarding quality of items/service shall be final and binding on the bidder.	Not acceptable. Any decision of the Bank shall be duly communicated to the Bidder and the Bidder shall be allowed time to rectify the issue	No change in clause
206	77	5.26 FORCE MAJEURE:	The bidder or the Bank shall not be responsible for delays or nonperformance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the bidder or Bank, as the case may be and which substantially affects the performance of the obligations under the Agreement of the contract	Satellite Disruptions and Heavy rainfalls should be part of Force majeure, as these are beyond the control of the network service provider.	No change in clause
207	79	5.3	The successful bidder shall not assign to anyone, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent and PSB reserves its right to terminate the Agreement, if no such consent is obtained by the successful bidder.	Such consent by the bank shall not be unreasonably withheld.	No change in clause

208	85	5.42	Successful bidder will comply with the digital personal data protection Act,2023 and will comply with all privacy and data protection provisions. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information. Web portal will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per law & practices to be adopted and implemented by bidder.	The requirements under this clause shall be as and when applicable on the Bidder since for the Services provided under the RFP, Data Protection Act, 2023 is not applicable by virtue of not handling or preserving any personal sensitive data	No change in clause
209	107	ANNEXURE – 13 Technical Specifications of ATM	1 MB VRAM Memory or higher	Bank to clarify regarding VRAM	Video Random Access Memory.
210	107	4.2	8th Generation Intel® Core™ i3 Processor or higher with minimum 3.3 GHz or above with minimum 6 MB cache or above with support throughout the life cycle of machine. Intel Chipset with Intel/OEM Motherboard with support throughout the life cycle of machine	A) Request bank to consider: 10th Generation Intel® Core™ i3 Processor or higher with minimum 4.0 GHz or above with minimum 6 MB cache or above with support throughout the life cycle of machine. Intel Chipset with Intel/OEM Motherboard with support throughout the life cycle of machine B) As the I3 Processor is an obsolete Technology, we request the bank to change this to 9th Generation i5 Processor or higher with a processor base frequency of 3.0 Ghz or above and Minimum Turbo frequency of 3.3 GHz or above	Refer Addendum 2
211	109	5.4	The dispenser should have four active currency cassettes with 4 pickup or 4 high modules to handle different denominations. All currency cassettes should be capable of dispensing INR 10/-, INR 20/-, INR 50/-, INR 100/-, INR 200/-, INR 500/-, INR 1000/- and INR 2000/- or higher denomination. It should be possible to program the denominations. The dispenser should have Additional Divert Cassette for rejected notes. Spacers if required should be provided with currency cassettes.	Request bank to consider: Rs 2000 note is no more in use , so please kindly remove this.	Refer Addendum 2
212	141	ANNEXURE – 25 / ATM Site Specification	Granite Slabs 50 Sq. ft	if lobby are 80 Sqft then how Granite slabs will come to 50 Sft. It should not more then (8" x 8')frontage floor of shop	Refer Addendum 2
213	141	ANNEXURE – 25 / ATM Site Specification	Partition	Partition Wall not included in BOQ	As per RFP
214	141	ANNEXURE – 25 / ATM Site Specification	-	Battery Cage & Strong Backroom Door required or not please confirm	Backroom required. Battery Cage & Strong Backroom Door will be bidders choice.
215	142	ANNEXURE – 25 / ATM Site Specification - Point No.7	Toughened & Normal	Fixed Glazing it is in Normal or Toughen glass in BOQ both added need clarity	Refer Addendum 2
216	144	27, 28,29 & 30	Front Façade	need more clarity	Front Façade- is the front part or exterior of a building.

217	148	ANNEXURE – 26	<p>Due to Late Operationalization:</p> <p>In case of delay in making the ATMs operational, the Bidder shall be charged penalty at Rs. 2500/- per day per site with maximum cap of Rs. 2,00,000/- which will be recovered for delay in Operationalizing / making live the Off-site /On-Site/E galleries ATMs beyond the days stipulated as above.</p> <p>In case of theft attempts/Fire/Flood etc. site should be made operational within 21 days of obtaining necessary approvals by the respective authorities failing which a fine of Rs. 2500/- per day per site with maximum cap of Rs. 2,00,000/- which will be recovered beyond the days stipulated as above.</p> <p>In case of faulty ATM, if ATM needs to be replaced, alternate arrangement to made within 15 days failing which a fine of Rs. 2000/- per day per site with maximum cap of Rs. 2,00,000/- which will be recovered beyond the days stipulated as above.</p> <p>Shifting of sites approved by Bank should be completed by Bidder without any additional cost to the bank within 30 days after date of sanction of new site and thereafter penalty of Rs. 2000/- per day machine with maximum cap of Rs. 2,00,000/- will be recovered. Bank will not make any payment for sites not shifted within stipulated time.</p>	<p>The penalty of 2,500 Rs per day is very high and capping of 2 lakhs per site is too big, request bank to amend this clause. Considering such harsh penalties will lead to increased cost for bank only as the bidder has to factor such penalties in determining commercial pricing.</p>	As per RFP
218	149	ANNEXURE – 26	<p>Bidder will be charged following penalty for instances of Cash-out:</p> <p>In case of incident of cash out, penalty shall be applicable @Rs. 1000/- per hour or part thereof per ATM/ATM subject to maximum of Rs. 10000/- per month or the penalty imposed by regulatory authority i.e. RBI/GoI/MHA/MoF etc. whichever is higher</p>	<p>The 1,000/- Rs penalty per hour is very high, request bank to provide penalty as 500 Rs per incident, subject to maximum of 2,000/- per month</p>	As per RFP
219	149	ANNEXURE – 26	<p>Penalty for excess cash in vaults/kept in ATMs beyond the daily limit of ATM specified by Bank:</p> <p>- The Bidder or CRA appointed by bidder will not hold or retain in their vault more than 15% of the total cash taken from Bank on monthly basis. If the retention is more than 15%, a penalty of 6% per annum will be levied on the excess cash delivered late by Bank which could not be ascribed to any fault on the part of the bidder or CRA</p>	<p>Request bank to delete the clause, as the cash will be best managed by bidder.</p>	No change in clause
220	154	ANNEXURE – 27	<p>Total Cost of Ownership (TCO) shall be calculated as under</p>	<p>Request bank to change commercial model from transaction based to monthly fixed fees.</p>	As per RFP
221	154	ANNEXURE – 27	<p>Indicative Commercial Bid:</p>	<p>Request Bank to have fixed fee Model instead of transaction model. Huge investment is required for such project & revenue is purely defined with the number of transactions. Any dip in transactions will have serious consequence to vendor. So we suggest for fixed fee model to safe guard the vendor investments.</p>	As per RFP
222	155	ANNEXURE – 27 - Indicative Commercial Bid: 9	<p>Lowest Bidder (L1) will be determined by the price discovered through Reverse Auction, which will be conducted for TCO, which consists of all mandatory services mentioned in Indicative Commercial Bid Format.</p>	<p>RA will happen on Table 1 or Table 2 OR separate RA for point A, B & C. If Table 1 or 2 then, will RA happen including the optional item i.e. armed guard. Request bank to kindly clarify this</p>	As per RFP
223	157	Annexure 27	<p>Certificate of Local Content</p>	<p>As per government notification dated 27-02-2023: Irrespective of OPEX or Capex RFP local content is applicable on ATM/UPS/Ac's& Batteries etc. AMC/CMS, installation , operation for running the ATM machine will not be calculated as local content.</p>	Refer Addendum 2

224	-	-	General Query	Please share the details of application run on ATM apart from financial transaction, Query transaction and EJ	Bank may share the same with L1 Bidder later only after approval from Bank's competent authority.
225	69-70	Chapter 5: Terms & Conditions - 5.9 Insurance	Fidelity insurance cover for 20% higher limit than maximum cash withdrawn from currency chest on a particular day shall be obtained by Cash Replenishment Agencies (CRA).	Bank to kindly provide more clarity on this clause	Clause self explanatory.
226		ANNEXURE – 29	Certificate of Local Content	As per GeM guidelines, local content of only ATM has to be considered for determining Class 1 vendors. Request bank to kindly modify the clause	Refer Addendum 2
227		New Points/ Suggestion		For High Transaction/ VIP sites, we request bank to procure dual media like VSAT with 4G connectivity. This will help to achieve higher uptimes.	noted
228	160		New Clause Overall Penalty Capping	Penalties given in the RFP are too stringent and there is no overall capping as per the RFP. Request bank to kindly add a clause restricting overall penalty to a maximum of 5% of the monthly billing for particular ATM site.	Rejected
229	157	29	ANNEXURE–29 Certificate of Local Content This is to certify that proposed _____ services provided by M/s _____ as per scope of work including (ATMs, ACs, UPS & Batteries, Network Equipment, e-surveillance system, TIS material, EJ Agent & RMM services) is having the local content of _____ % as defined in the above-mentioned RFP and amended thereto. Details of the location(s) at which the local value addition is made are as under:	As per latest clarification issued by DPIIT, local content needs to be calculated using CD only. Request bank to amend this clause accordingly.	Refer Addendum 2
230	26	3.19 B	The technically qualified Highest Quoting Bidder will not be eligible to participate in RA. However, H-1 will be allowed to participate in RA in following cases:	Request bank to allow H1 bidder to participate in all scenarios as more number of bidders will help the bank in getting competitive pricing.	As per RFP
231	154	27	Annexure - 27 Indicative Commercial Bid Estimated Number of Transactions Per Day 103 FIN & 17 NON FIN	Request bank to kindly provide actual number of transactions for offsites currently deployed as part of ATM Network of the bank	Bank may share the same with L1 Bidder later only after approval from Bank's competent authority.
232	154	27	Annexure - 27 Indicative Commercial Bid Table 3 - Description of Item - One Armed Guard	As per this Annexure, Armed Guard is part of TCO, however, as per Clause L on Page 58, Security Guard deployment is optional . Since both these clauses are contradictory, request bank to clarify if security guard needs to be deployed. Also, Bidder request Bank to remove armed guard services from TCO Sheet and keep it as optional as same may not be required for all sites and can wrongly inflate the TCO. Armed guard can be deployed on need basis and cost of same can be reimbursed by bank to selected bidder.	Armed Guard cost is optional part of TCO. Please refer RFP
233	53	L	SECURITY SERVICE Bidder shall review security risk of ATM on quarterly basis and place a security guard, if required only after prior approval from bank at the prevailing minimum wages rates set by the respective state Government for that year. In case local authorities insist deployment of security guard for ATMs then security guard can be deployed at the rates quoted in Indicative Commercial Bid for security Guards (optional).	Security guard deployment incurs a significant amount which can wrongly inflate the TCO, hence, if security guard is required, it shall be placed at costs as per local labour laws and costs for same to be borne by the bank. In case local authorities insist on deployment of security guards, cost for same needs to be borne by the bank as per local labour laws. Request bank to remove security guard services from RFP and TCO sheet	As per RFP
234	68	5.8	Payment Terms If Bank asks to install an ATM at a location where average daily hits is less than 50, then Bank will give a minimum pay-out of 50 hits per day for successful financial transaction to the Bidder for that particular site. In case, no of hits are 50 or more than 50 in any month, then payment will be done as per actual hits.	Since the selected bidder will do significant investment, Bidder request the bank to consider for all 300 sites, a minimum of 80 transactions , which are 20% less than the transactions bank has given in TCO sheet.	As per RFP
235	89	2	ANNEXURE - 2 Eligibility Criteria: The Bidder must have registered an average annual turnover of Rs.200 crore or more of last three financial years i.e., 2020-21, 2021-22, 2022-23*. (Not inclusive of the turnover of associate companies).	For a project estimated to be more than INR 100 crore, Bank should look for financially stable companies who have atleast a turn over of minimum INR 500 Cr. Request the Bank to consider the same.	As per RFP

236	89	4 (ii)	<p>ANNEXURE - 2 Eligibility Criteria:</p> <p>Bidder should have installed and maintained minimum 1000 ATMs and have provided end to end services i.e. supply of ATMs, Site preparation, Cash and non-cash services, Esurveillance etc. as on 31.03.2024 successfully.</p>	<p>Bank should look for vendors who have successfully executed projects of large scale. Request bank to consider the same and amend clause as below:</p> <p>Bidder should have installed and maintained minimum 5000 ATMs and have provided end to end services i.e. supply of ATMs, Site preparation, Cash and non-cash services, Esurveillance etc. as on 31.03.2024 successfully.</p>	As per RFP
237	46	4.2	<p>Manage/ perform the RD services (Device Registration, Key- Exchange/ Rotation Activity, etc.) as per the guidelines or directives received from UIDAI titled "AADHAAR REGISTERED DEVICES TECHNICAL SPECIFICATION - VERSION 2.0 (REVISION 1)" dated February 2017 or any amendments/ updates thereto, instructions/ guidelines of UIDAI/ RBI/ IBA regarding biometric authentication, in relation to the Fingerprint Biometric devices supplied with the ATMs/ ATMs for the length of the contract, at no additional cost to the Bank. The infrastructure (HW, SW, HSM, etc.) for the RD services (incl. Key- Exchange/ Rotation) is to be provided and maintained by the successful Bidder, at no additional cost to the Bank.</p>	<p>RD service hosting done by the Fingerprint device OEM as per the UIDAI guideline. Connectivity to RD server and necessary firewall will be the Banks responsibility. This will work for all the ATM OEMs so that there is no burden to ATM OEMs and Bank to make connection to RD server per OEM</p>	As per RFP
238	74	5.22	<p>Compliance of all Regulatory Requirement like MHA, RBI, NPCI, DFS, IBA etc during the Contract period</p> <p>It is the responsibility of the bidder to change/upgrade/customize the infrastructure at all levels (like software, hardware supplied to Bank, Infrastructure at Management Centre, ATM site etc.) for ensuring the compliance to statutory, RBI, IBA and VISA/MasterCard/NPCI etc. requirements to the Bank. Bank reserves the right to close the machine at its discretion for non-compliance of regulatory guidelines.</p> <p>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: XII. Bidder should comply all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc. as required by Bank, RBI, Govt. etc. free of cost.</p>	<p>Request bank to specify exact requirements that the Bidder should comply at the time of delivery.</p> <p>We request bank to amend this clause as below: Bidder should comply all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc. as required by Bank, RBI, Govt. etc. at mutually agreed costs between bank and bidder. Any changes to the requirement whether due to regulatory changes or Bank's requirement shall be mutually agreed between the Bank and the Bidder.</p>	As per RFP
239	67	5.3	<p>DURATION OF CONTRACT</p> <p>Bank reserves the right to cancel / terminate the contract at any time by giving a written notice of 30 days in case bidder fails to meet any of the requirements as mentioned in the RFP.</p>	<p>Considering the size of the project and the investment to be done by the Bidder, it is fair and reasonable that the Bidder is provided with a notice of default and cure period of 60 days prior to cancellation or termination of the contract, hence, we request bank to amend this clause as below :</p> <p>Bank reserves the right to cancel / terminate the contract at any time by giving a written notice of 30 days in case bidder fails to meet any of the requirements as mentioned in the RFP after the Bank provides a written notice of default to the Bidder and the Bidder fails to remedy such default within a cure period of 60 days from the receipt of the notice of default.</p>	As per RFP
240	78	5.6	<p>Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder.</p> <p>Further, Bank also reserves the right to assign the work to other successful bidders or/and service providers without any consequences and claims.</p>	<p>We request bank to amend this clause as below:</p> <p>Provided further that in case of delay of Services, which shall be mutually discussed and agreed by the Bank and the Bidder, the Bank shall not be held liable for non-performance of the Bidders obligations under the Agreement and the Bank shall have the right to terminate this Agreement by giving written notice of default to the Vendor and cure period of 60 days. Further, Bank also reserves the right to assign the work to other Vendor without any consequences and claims.</p>	No change in clause

241	31	3.25	CASH BANK GUARANTEE Bidder will need to provide bank guarantee for 15 months (1-year validity with 3-months claim period) within 30 days of accepting the word order to cover risks associated with handling bank's cash, transportation of cash, its storage & any other consequence arising out of breach of agreement terms.	As Bank is accepting a separate performance bank guarantee, request bank to amend this clause as below: Vendor will need to provide bank guarantee for 15 months (1-year validity with 3-months claim period) to cover risks associated with handling bank's cash, transportation of cash & its storage.	Clause deleted
242	67	5.5	NOT ACCEPTANCE/ NON EXECUTION OF ORDER: In case the bidder shortlisted through this RFP process (hereinafter called "successful bidder" or "Bidder") refuses to accept / execute the order, Bank reserves the right to place the order to other successful bidders in its sole discretion. Bank is having all the rights to recover the penalty amount from PBG as well as any amount payable, expenses, costs, charges etc. from such successful bidder who refused to accept/executed the order. Bank also reserves the right to blacklist/debar the said successful bidder in such eventuality without giving any notice thereof in this regard for a period of further 2 years from the date of blacklisting/debarment.	Request bank to specify on how the penalty and the other amounts to be recovered by the Bank will be calculated.	Bank has a right to cancel the order and invoke the Bid Security Declaration/forfeit the EMD of bidder or Performance Bank Guarantee, if the same is not accepted within a period of 7 days from the date of order, otherwise it will be considered as accepted.
243	67	5.6	DELIVERY & INSTALLATION PERIOD	Request bank to provide overall installation or initial deployment period for deploying all the ATM sites.	Installation of ATM's will be done in phases. Bank aims deployment of 300 offsite ATMs including allied services & compliances of regulatory requirement, tentatively within two years from contract start date.
244	70	5.11	5.11 UPGRADES AND UPDATES: A. REGULAR UPGRADES & UPDATES Bidder shall maintain and upgrade the Systems during the Contract Period so that the System shall, at all times during the contract Period, meet or exceed the specifications in the Project Documents and the performance requirements as set forth in this Agreement. Bidder shall have the Operational maintenance obligations e.g. Central Monitoring Station, on- site installation and services, networking, telephone support, problem resolution, Reporting.	A) It is proposed that any changes / modifications/ upgrades required for by the Bank or for regulatory compliance will be carried out at mutually agreed costs to be paid by the Bank. Request bank to amend this clause as below: For any future update to meet the security guideline issued by regulators or asked by the Bank, bidder has to implement the compliance on a mutually agreed costs. Bidder will ensure that compliance of security guidelines should be implemented within three months from date of Bank's notice or RBI timelines whichever is earlier. In case the Bidder needs more time than the Bidder should notify the Bank promptly. B) Request bank to clarify what is referred to as "systems" in this clause	Refer Addendum 2
245	73	5.21	COMPLIANCE WITH LAWS: The selected service provider hereto agrees that it shall comply with Labor Laws and all applicable union, state and local laws, ordinances, regulations, CVC, / RBI guidelines, / government directions, statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.	Request bank to amend this clause as below: "The selected service provider hereto agrees that it shall comply with Labor Laws and all applicable union, state and local laws, ordinances, regulations, CVC, / RBI guidelines, / government directions, statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at mutually agreed costs between the bidder and the Bank."	As per RFP
246	101, 103	9, 10	ANNEXURE-9 Manufacturer's (OEM/Service Provider) Authorization Form (MAF) ANNEXURE-10 Undertaking for Being the OEM	Request bank to clarify how it intends to enforce the terms against the OEM under OPEX model. Kindly note that there are no equipment that are sold to the Bank and hence, there is no question of supporting the Bank in case the authorized dealer defaults under its commitment to the Bank. The role and responsibility of the OEM is limited to supply of ATM to the Authorized Dealer and providing maintenance services as per the commercial contract signed with the authorized dealer. Request bank to amend annexure accordingly.	As per RFP

247	75	5.23	<p>LIQUIDATED DAMAGES The Bank will consider the inability of the Service Provider 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 Service Provider. 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, warranty, maintenance etc.) by the Service Provider.</p> <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 10% of the complete contract amount. Bank may also consider termination of the contract.</p>	<p>1. The Liquidated Damages should be applicable till the ATM is deployed at the site and not beyond that. Request bank to consider penalty or service credits for service level failure on standard industry parameters such as network uptime.</p> <p>2. The Liquidated Damages should be imposed only once and not twice i.e. first on delay and second time on termination. Further, it should be imposed on the basis of the annual revenue</p> <p>3. The Liquidated Damages should not exceed aggregate 10% of annual contract revenue of the ATM sites where there is delay beyond 90 days due to reason within reasonable control of the Bidder. Currently, the Bank desires to impose an amount equivalent to 10% of the complete contract amount, which is absurd.</p> <p>Request bank to amend the clause as below: The Bank will consider the inability of the Service Provider to deliver and install the ATM and related assets within the Initial Deployment Term, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Service Provider. The liquidation damages represent a genuine estimate of the loss or damage that the Bank may have suffered due to delay in deployment of the ATM and related assets by the Service Provider.</p> <p>If the bidder fails to deliver and install the ATMs and Related Assets within the Initial Deployment Term, the Bank shall be intitled to claim liquidated damages, a sum equivalent to 1% of the annual contract amount payable to the Service for the ATM sites where the delay occurred. Bank may also consider termination of the contract.</p>	As per RFP
248	75	5.23	<p>LIQUIDATED DAMAGES The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract. The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects. Such feedbacks from high-ranking officials would also form part of vendor selection and any strong adverse comment/action about product or service would make the Bidder ineligible for further assessment/processing. If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions of RFP/SLA, the Bank reserves the right either to terminate the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder.</p>	<p>Suggestion/Query:</p> <p>1. The Bidders should be obliged to comply with the laws applicable to it as a service provider. The Bank should be responsible to comply with the laws as applicable to it. The Bidder can support the Bank to comply with its regulatory obligations on commercially reasonable basis.</p> <p>2. Request Bank to clarify what is the penalty? Is it different from, and in addition to the Liquidated Damages? If yes, then it is proposed to be deleted.</p> <p>Request bank to amend clause as below: The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as applicable to the Bidder's business as the service provider from time to time during the course of the contract. Nothing in this Agreement or the RFP should be construed as if the Bidder is undertaking any banking activities or is responsible for the Bank's legal obligations. For sake of clarity, each Party will be solely responsible for performance of its legal obligations applicable to its respective businesses. The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects. Such feedbacks from high-ranking officials would also form part of vendor selection and any strong adverse comment/action about product or service would make the Bidder ineligible for further assessment/processing. If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions of RFP/SLA, the Bank reserves the right either to terminate the contract or to accept performance already made by the selected Bidder.</p>	Refer Addendum 2

249	75	5.23	LIQUIDATED DAMAGES In case of termination of contract due to breach committed by the Successful Bidder, the Bank reserves the right to recover an amount equal to 10% of the Contract value as Liquidated Damages.	Request bank to remove this clause	As per RFP
250	75	5.23	LIQUIDATED DAMAGES Penalty or/and Liquidated Damages is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.	Request bank to clarify the meaning of penalty here and amend the clause as below: Penalty or/and Liquidated Damages is not applicable for reasons attributable to the Bank, third party on whom the Bidder has no control and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.	As per RFP
251	75	5.23	LIQUIDATED DAMAGES The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance. Any financial loss to the Bank on account of fraud/data breach/loss/damage, third party claims of infringement of patent, trademark or industrial design, etc. taking place due to successful bidder, its employees or due to successful bidder's negligence shall be recoverable from the successful bidder along with the damages, if any, with regard to Bank's reputation and goodwill. Decision of the Bank in this regard shall be final and binding on the successful bidder.	Request bank to amend this clause as below: The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty as per the Schedule for penalties. If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order recovery of penalty or service credits will be Bank's sole and exclusive remedy and NCR's sole liability for service level failure or any deficiency. Any direct financial loss to the Bank on account of fraud/data breach/loss/damage due to negligence of the Bidder, third party claims of infringement of patent, trademark or industrial design, etc. taking place due to successful bidder's negligence shall be recoverable from the successful bidder along with the direct damages, if any, The liability will be determined under final order to be awarded by court of appropriate jurisdiction.	As per RFP
252	76	5.23	LIQUIDATED DAMAGES Regulatory Compliance: Successful bidder shall be held liable for any non-compliance or delay in compliance to Regulatory/Statutory guidelines. Any new advisory/guidelines issued by regulatory authorities like RBI, MoF, DFS, GOI etc. need to be implemented free of cost. Any penalty/cost imposed by the Regulator on Bank will be the responsibility and liability of the successful bidder and the bank shall be compensated for the same.	Suggestion : The Bidder is not a banking entity and does not come under the purview of the regulatory body. The Bidder should be liable for the penalties agreed under the Schedule of Penalties. The Bidder has no locus standi, visibility or control on the Banking regulator. Hence, propose to be deleted. Request bank to amend this clause as below: Regulatory Compliance: Successful bidder shall be held liable for any non-compliance or delay in compliance to Regulatory/Statutory guidelines if the same is notified by the Bank in writing and the Bidder fails to implement within the agreed timelines and the costs agreed to be paid by the Bank. Any new advisory/guidelines issued by regulatory authorities like RBI, MoF, DFS, GOI etc. need to be implemented at a mutually agreed costs.	No change in clause

253	76	5.24	<p>TERMINATION OF CONTRACT: 1. Termination for default</p> <p>The quality of items/services supplied by the bidder will be reviewed and if the services and quality of goods are not found satisfactory, bank reserves the right to terminate the contract by giving 30 days' notice to the bidder. The decision of the bank regarding quality of items/service shall be final and binding on the bidder.</p> <p>Further, the bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following:</p>	<p>Request bank to amend this clause and provide clear clearly grounds to the bidder on which the agreement will be terminated. Request bank to provide cure period considering the size of the project and the investment to be made by the successful bidder. Further, the Bank should keep an option to buy back the assets on mutually agreed price in case of termination of the contract.</p> <p>Request bank to amend this clause as below:</p> <p>The quality of items/services supplied by the bidder will be reviewed and if the services and quality of goods are not found satisfactory, bank reserves the right to terminate the contract by giving 30 days' notice to the bidder and the Bidder fails to repair or replace the deficient items as per the specifications agreed under the Agreement within 60 days.</p> <p>Further, the bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 30 days, for the following if the Bidder fails to remedy the default within a cure period of 60 days from the date of receipt of a written notice of default from the Bank:</p>	No change in clause
254	76	5.24	<p>TERMINATION OF CONTRACT: 1. Termination for default</p> <p>If the bidder assigns or attempts to assign his interest or any part thereof in the Contract without written, express permission of the Bank.</p>	<p>Request bank to amend this clause as below:</p> <p>If the vendor assigns or attempts to assign his interest or any part any material obligations such as CIT and hardware maintenance services thereof in the Contract without written, express permission of the Bank.</p>	No change in clause
255	76	5.24	<p>TERMINATION OF CONTRACT: 1. Termination for default</p> <p>If overall uptime of all the deployed ATMs/ATMs is less than 98.5% during service delivery period.</p>	<p>Request bank to delete this clause and not opt to terminate the whole contract if a particular ATM is performing below 98.5% considering the size of the project and the investment to be made by the successful bidder.</p>	No change in clause
256	76	5.24	<p>TERMINATION OF CONTRACT: 1. Termination for default</p> <p>In case of termination due to reasons attributable to the service provider/OEM as decided by the Bank, Bank reserves the right to allot the remaining work (as per scope of work) to another service provider/OEM of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses etc. which the bank incurs on this account, shall be recovered by the Bank from service provider/OEM from PBG, pending payment etc. apart from the other recovery action.</p>	<p>Request bank to delete this clause.</p>	No change in clause
257	76	5.24	<p>TERMINATION OF CONTRACT: 1. Termination for default</p> <p>The Bank suffers a reputation loss on account of any activity of vendor or its person, subcontractor and agents.</p>	<p>As the new vendor has to start work from the beginning and should bear the costs as per its commercial agreement with the Bank, hence, would request bank to amend this clause as below:</p> <p>In case of termination due to reasons attributable to the service provider/OEM as decided by the Bank, Bank reserves the right to allot the remaining work (as per scope of work) to another service provider/OEM of its choice on such terms and conditions as it may deem fit.</p>	No change in clause

258	77	5.24	<p>TERMINATION OF CONTRACT: 3. Termination for Convenience:</p> <p>The Bank, by written notice of not less than 30 (Thirty) days sent to the bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the bidder under the Contract is terminated, and the date upon which such termination becomes effective.</p>	Request bank not to terminate the agreement in whole or part for its convenience as it will render financial burden on the Bidder since the Bidder is required to make capital investment and incur costs to service the Bank. If the Bank terminates the contract for its convenience, the Bidder will have to incur huge loss. Hence, Request bank to remove the section on Termination for Convenience.	No change in clause
259	77	5.24	<p>TERMINATION OF CONTRACT: 2. Termination for Insolvency:</p> <p>The Bank may, at any time, terminate the Contract by giving written notice to the Bidder, if the Bidder becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.</p>	As selected bidder will make significant investment, such termination cannot be without compensation to Bidder for the services already rendered. Request bank to amend this clause accordingly	No change in clause
260	77	5.25	<p>SUBCONTRACTING:</p> <p>Subcontracting is prohibited. However, if due to some unavoidable circumstances, such requirement is needed in part or full, then the successful bidder will have to obtain specific written permission from the Competent Authority of the Bank under whose jurisdiction tender has been floated, before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. In case sub-contracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all the terms and conditions of this RFP. PNB shall deal with successful bidder only and any third-party contract made by it and terms & conditions associated therewith will not be binding on PNB. The successful bidder shall be responsible for managing the activities of its personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanor of civil and criminal nature.</p> <p>Security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the successful bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same. Such sub-contractor shall be subject to the obligations and duty under the Agreement as Supplier/service provider/Successful bidder.</p>	Request bank to amend this clause accordingly as Subcontracting should not be prohibited since the OPEX model is based on outsourcing arrangement. Majority of the services are availed through subcontractors. If the Bank does not approve the subcontractors appointed by the Bidder then the project can become commercially unviable for the Bidder, which will only result in degradation of services and render the project unsuccessful.	No change in clause
261	77	5.26	<p>FORCE MAJEURE:</p> <p>Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;</p>	Request bank to amend this clause as below: Acts of any country, domestic or foreign, acts of government including but not limited to war, declared or undeclared priorities, quarantines, embargoes;	No change in clause
262	78	5.26	<p>FORCE MAJEURE:</p> <p>Unless otherwise directed by the Bank in writing, the bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event. It is further made clear that the act of force majeure will not cover instances of commercial hardship.</p>	Request bank to amend this clause as below: Unless otherwise directed by the Bank in writing, the bidder shall to the extent possible mitigate the consequences of the force majeure event and make all reasonable alternative arrangements to perform their obligations on best effort basis and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event. It is further made clear that the act of force majeure will not cover instances of commercial hardship.	No change in clause

263	78	5.26	Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder.	Request bank to remove this clause as Keeping the success of the project in mind, both the Parties shall mutually discuss and agree on the terms if the situation so arise under a force majeure condition.	No change in clause
264	78	5.26	FORCE MAJEURE: Further, Bank also reserves the right to assign the work to other successful bidders or/and service providers without any consequences and claims.	Request bank to remove this clause as the Bank will not be able to assign the work to any other vendor during the existence of the valid contract.	No change in clause
265	78	5.27	CANCELLATION OF PURCHASE ORDER: After issuance of purchase order to successful bidder, Bank reserves the right to cancel the purchase order without giving any notice. a) Non-submission of acceptance of order within 7 days of placement of order. b) Non submission of performance bank guarantee within stipulated time as specified in the RFP. c) Non signing of contract within the time specified by bank.	Request bank to amend this clause as below: After issuance of purchase order to successful bidder, Bank reserves the right to cancel the purchase order without giving any notice provided the terms of the PO are no different from the terms of this Agreement. a) Non-submission of acceptance of order within 7 days of placement of order. b) Non submission of performance bank guarantee within stipulated time as specified in the RFP. c) Non signing of contract within 30 days or such time as mutually agreed between the parties.	No change in clause
266	78	5.28	CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER: The shortlisted bidder shall be required to execute SLA (Service Level Agreement), IP (Integrity Pact) and NDA (Non-Disclosure Agreement) with the Bank within 30 working days of empanelment letter given by the Bank.	Request bank to amend this clause as below: The shortlisted bidder shall be required to execute SLA (Service Level Agreement), IP (Integrity Pact) and NDA (Non-Disclosure Agreement) with the Bank within 30 working days of empanelment letter given by the Bank or such extended period as mutually agreed between the parties.	No change in clause
267	78	5.29	PRINCIPAL TO PRINCIPAL RELATIONSHIP: The Successful bidder shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any future law/labour legislations, as applicable, are payable by the Bank with respect to the Successful bidder's personnel/employees. The successful bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.	Request bank to keep this outside the purview of the section as Bank is going to pay for the security guard services separately. The Bank should take the responsibility of the paying as per the applicable laws including minimum wages, etc. Request to modify this clause accordingly.	No change in clause
268	79	5.3	ASSIGNMENT The successful bidder shall not assign to anyone, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent and PNB reserves its right to terminate the Agreement, if no such consent is obtained by the successful bidder. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this contract shall be considered to be assigned to the new party and such an act shall not affect the rights and obligations of the successful bidder and such amalgamated/merged entity.	Request bank to amend this clause as below: The successful bidder shall not assign to anyone, in whole or in part, its obligations to perform under the contract, except to its subcontractor's or with the Bank's prior written consent and PNB reserves its right to terminate the Agreement, if no such consent is obtained by the successful bidder. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this contract shall be considered to be assigned to the new party and such an act shall not affect the rights and obligations of the successful bidder and such amalgamated/merged entity.	No change in clause

269	79	5.31	<p>Patent Rights</p> <p>The bidder shall, at their own expense, defend and indemnify and keep the Bank harmless against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. The bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be fully responsible to compensate the bank against such financial loss including all expenses and court and legal fees.</p>	<p>Request bank to amend this clause as below:</p> <p>The bidder shall, have the sole authority and at their own expense, to defend and indemnify against all third party claims for infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India.</p> <p>The bidder shall expeditiously extinguish any adverse order given by a court of appropriate jurisdiction and shall have full rights to defend it the claim from the time it is notified to the Bidder. If the Bank is required to pay compensation to a third party resulting from such infringement under a final order issued by appropriate court, the bidder shall be fully responsible to compensate the bank against such financial loss including all expenses and court and reasonable legal fees.</p>	No change in clause
270	79	5.31	Patent Rights	<p>Request bank to add point as given below:</p> <p>Bidder is not obligated to indemnify the Bank if the alleged infringement arises from: the use of a Product in connection with goods or services not furnished by Bidder; Bidder's compliance with Bank's designs, specifications or instructions; or modifications by anyone other than Bidder or its subcontractors. This states Bidder's entire liability for claims of infringement, and Bank's sole remedy against Bidder for such claims.</p>	No change in clause
271	80	5.33	<p>CONFIDENTIALITY</p> <p>For the purposes of the SLA "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants' reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports, guidelines, policies, circulars and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise provided. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not</p> <p>Successful Bidder agrees to regard and preserve as confidential all information related to the business and activities of the Bank, its customers, supplier/service providers and other entities with whom Bank is presently or in future may enter into business, as may be obtained by Successful Bidder or may be developed as a result of the SLA. Successful Bidder agrees to hold such information in trust and complete confidence for Bank and not to disclose such information to any person, firm or enterprise or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, unless expressly authorized by Bank in writing, and further agrees to limit access to and disclosure of such confidential information to Successful Bidder's employees on a strictly "need to know" basis only and who have signed or are bound by confidentiality SLAs/undertakings at</p>	<p>Request bank to amend this clause as below:</p> <p>For the purposes of the SLA "Confidential Information" mean all information reasonably related to the services provided under this Agreement which is designated as "Confidential" at the time of its disclosure, and which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all business sensitive information about the party and its customers, costing and technical data, studies, consultants' reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports, guidelines, policies, circulars and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise provided. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.</p> <p>Successful Bidder agrees to regard and preserve as confidential all information related to the business and activities of the Bank, its customers, supplier/service providers and other entities with whom Bank is presently or in future may enter into business, as may be obtained by Successful Bidder or may be developed as a result of the SLA for a period of 3 years from the date of its disclosure to the successful bidder. Successful Bidder agrees to hold such information in trust and complete confidence for Bank and not to disclose such information to any person, firm or enterprise or use (directly or indirectly) any such information for its own benefit or</p>	No change in clause
272	81	5.33	<p>Successful Bidder shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.</p>	<p>The Bidder cannot provide guarantee on part of the ex employee on whom the Bidder has no control, hence, request bank to delete this clause from RFP..</p>	No change in clause

273	81	5.33	<p>The obligation contained in this clause shall survive after the termination of the SLA. Confidentiality of customer information shall be maintained and survive even after the SLA expires or terminated.</p> <p>The infraction of confidentiality terms shall constitute material breach of the SLA, and the bank shall be entitled to take appropriate actions as available in law or under the SLA against the Successful Bidder as the case may be. SUCCESSFUL BIDDER agrees to indemnify PNB against any loss suffered by PNB due to breach of confidential terms as mentioned hereinabove.</p>	<p>Request bank to amend this clause as below:</p> <p>The obligation contained in this clause shall survive for a period of 1 (one) year after the termination of the SLA. Confidentiality of customer personal information shall be maintained and survive even after the SLA expires or terminated.</p> <p>The infraction of confidentiality terms shall constitute material breach of the SLA, and the bank shall be entitled to take appropriate actions as available in law or under the SLA against the Successful Bidder as the case may be. SUCCESSFUL BIDDER agrees to indemnify PNB against monetary loss suffered by PNB due to breach of confidential terms resulting from unauthorized or wrongful disclosure of the confidential information as mentioned hereinabove. The Bank should submit its claim for damages within 30 days from the date of alleged breach along with proper evidence to the Bidder to assess the claim and the amount claimed by the Bank. Acceptance of information or evidence should not be an admission of liability by the Bidder. Any dispute about claim or claimed damages by the Bank will be resolved by Dispute Resolution Procedure.</p>	No change in clause
274	81	5.34	<p>INSPECTION AND AUDIT</p> <p>It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empanelled Auditors appointed by the Bank/ inspecting official from the Bank, Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the service provider shall submit such certification by such Auditors to the Bank. The service provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them without any delay or/and protest. All costs for such audit shall be borne by the Bidder.</p> <p>Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same within the timeline specified by the Bank and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.</p> <p>The Bank has the right without notice to inspect immediately as per circumstances as decided by bank, and test the infrastructure, software and procedures being followed for this engagement by Service Provider at any time.</p>	<p>Request bank to amend this clause as below as The scope of audit should be limited to the services provided under the agreement and The costs of audit should be borne by the Bank. It is a standard commercial arrangement.</p> <p>It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empanelled Auditors appointed by the Bank/ inspecting official from the Bank, Reserve Bank of India or any regulatory authority, covering the scope of services provided to the Bank under the Agreement and the service provider shall submit such certification by such Auditors to the Bank, if the same is provided by the Auditors to the Bidder. With reasonable notice in advance from the Bank, the service provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider under the services provided by the Bidder, in accordance with the terms of the Agreement. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them without any delay or/and protest. All costs for such audit shall be borne by the Bank.</p> <p>Where any deficiency has been observed during audit of the Service Provider on the services provided under the Agreement, it is agreed upon by the Service Provider that it shall correct/ resolve the same within reasonable timeline agreed with the Bank and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective services against which such deficiencies observed.</p> <p>The Bank, with reasonable notice in advance, has the right to inspect immediately</p>	No change in clause
275	82	5.34	<p>Before the UAT sign off and Go live, audit is mandatory. It is responsibility of the bidder to support Bank's official to provide all records for audit purpose.</p>	<p>Request the Bank to provide the scope of audit.</p>	Will be provided to the L1 Bidder.

276	82	5.35	<p>INTELLECTUAL PROPERTY RIGHTS</p> <p>The Bidder warrant that in the course of providing the services, they shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for system software and application software. The Bidder shall indemnify and at all times keep the Bank fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement, PROVIDED HOWEVER, the Bank agrees to give prompt notice to the Bidder of any such claim or action, gives complete authority and freedom to the Bidder in defending and/or settling such claim and gives all reasonable assistance to the Bidder in doing so. The remedy available to the Bank under this clause will survive termination of the Purchase Order such that in the event of violation of IPR claim by any third party after the expiry of the contract between Bank and the Bidder, the indemnity clause listed above will be valid and applicable beyond the contract period.</p>	<p>Request bank to delete this clause from the RFP as this section is covered under Patent Rights Section.</p>	<p>No change in clause</p>
277	83	5.37	<p>INDEMNIFICATION</p> <p>SUCCESSFUL BIDDER assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the SUCCESSFUL BIDDER's obligations under the SLA or otherwise for which the SUCCESSFUL BIDDER has assumed responsibilities including those imposed under any SLA, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the SUCCESSFUL BIDDER in connection with the performance/discharge of its obligations under the SLA. The SUCCESSFUL BIDDER shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the terms of the SLA and to protect the Bank during the tenure of the SLA.</p> <p>a. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the SUCCESSFUL BIDDER shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine/licenses/services supplied/rendered by the SUCCESSFUL BIDDER under the SLA or uses thereof, the SUCCESSFUL BIDDER agrees and undertakes to defend and / or to assist the Bank in defending, if Bank in its discretion so decides, at the SUCCESSFUL BIDDER's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.</p> <p>b. Successful Bidder further agrees that it shall, at its own expense, cost, damages etc. defend or cause to be defended or, at its option, settle any claim or</p>	<p>a)The Bidder ("Defending Party") will: (i) at its expense, defend the other against any Third Party Claim; and (ii) indemnify the Bank ("Claiming Party") by paying the damages, costs, and attorneys' fees with respect to the Third Party Claim that are either awarded against the Claiming Party in a final, non-appealable court judgment, or required to be paid by the Claiming Party in a settlement of the Third Party Claim that the Defending Party has agreed to in writing. As used in this Section, a "Third Party Claim" means a suit brought against the Claiming Party by a third party to the extent the suit alleges Defending Party's Gross Negligence or Wilful Misconduct resulting into damages arising from (a) personal injury or death, or damage to tangible personal property; (b) the intentional and unauthorized use or disclosure of Confidential Information caused by the Defending Party; or (c) Infringement of Intellectual Property Rights of a third party; (d) violation of laws applicable to the Defending Party.</p> <p>b)The Defending Party's obligations set forth in Section b are subject to the Claiming Party (a) providing the Defending Party prompt written notice that the Third Party Claim has been threatened or brought, whichever is sooner (the "Claim Notice"); (b) providing the Defending Party sole control of the defense and any appeal or settlement (at the Defending Party's discretion) of the Third Party Claim (collectively, "Defense or Settlement"); (c) cooperating with the Defending Party (including providing relevant documentation and information) with respect to the Defense or Settlement; and (d) complying with all court orders. If the Claiming Party's delay in providing the Claim Notice causes detriment to the Defending Party with respect to the defense or resolution of the Third Party Claim, the obligations set forth in Section b will not apply to the Third Party Claim to the extent of such detriment. Notwithstanding any other provision of this Agreement, the Defending Party is not responsible for any fees (including attorneys' fees), expenses, costs, judgments, or awards that are incurred prior to the defending party's receipt of the Claim Notice from the Claiming Party. The Defending Party will have the sole right to select counsel. The Claiming Party may, at its sole expense, engage additional</p>	<p>As per RFP</p>

278	85	5.4	<p>LIMITATION OF LIABILITY</p> <p>Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. In the following circumstances, limitation of liability shall not apply and the bidder shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank: -</p> <p>I. Breach of the confidentiality provisions</p> <p>II. Liability for an infringement of a third party's IPR by the bidder;</p> <p>III. Employment liabilities for bidder's staff relating to the period of their employment with in contractual period while working with purchaser Bank and;</p> <p>IV. Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.</p> <p>V. Liability of the bidder in case of gross negligence or willful misconduct attributable to the Vendor while providing services under this Agreement;</p> <p>VI. Liability of the bidder in case of fraudulent acts or willful misrepresentation attributable to the Vendor regarding the services provided under this Agreement; This limit shall not apply to third party claims.</p> <p>a) IP Infringement indemnity</p> <p>b) Bodily injury (including Death) and damage to real property caused by successful bidder/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the successful bidder that gave rise to claim, under this tender.</p>	<p>Request bank to replace RFP clause with below clause:</p> <p>EXCLUDED DAMAGES. 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 Bidder TO RECOVER AMOUNTS OWED); OR (C) LOSS OF REPUTATION, GOODWILL, TIME, OPPORTUNITY, DATA, OR ACCESS TO DATA. As used in this Section, a "party" includes its Affiliates, employees, agents, contractors, and suppliers when acting in that capacity with respect to an Order, and any persons or entities claiming by or through that party.</p> <p>LIABILITY CAP. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY AMOUNT GREATER THAN THE CUMULATIVE PURCHASE PRICE, FEES, AND CHARGES SET FORTH IN THE PRODUCT ORDER(S) AT ISSUE, OR IN THE CASE OF AN ORDER FOR ANNUITY SERVICES, ANY AMOUNT GREATER THAN THE TOTAL FEES CHARGED BY Bidder DURING THE PRECEDING 12 MONTHS FOR THE SERVICES GIVING RISE TO THE LIABILITY. Notwithstanding the foregoing, this Paragraph does not limit a party's liability for (i) breaching its obligations under the "Confidentiality" Section; or (ii) bodily injury, including death, to the extent caused by its negligence or willful misconduct.</p> <p>EACH CLAUSE AND PHRASE OF THIS SECTION IS SEPARATE FROM EACH OTHER CLAUSE AND PHRASE, AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY, ANY TERMINATION OF THIS AGREEMENT OR SEVERABILITY OF ANY</p>	No change in clause
279	85	5.41	<p>INFORMATION SECURITY</p> <p>Successful Bidder upon selection will comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements during the contract period. The supplied item/solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the successful bidder within the timelines stipulated by the regulatory agencies. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The successful bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines.</p>	<p>Request bank to amend this clause as below:</p> <p>Successful Bidder upon selection will comply with all the present provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank mutually agreed between the Bank and the successful bidder. The supplied item/solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the successful bidder within the timelines stipulated by the regulatory agencies. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The successful bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines.</p>	No change in clause

280	85	5.42	<p>DATA PROTECTION Successful bidder will comply with the digital personal data protection Act,2023 and will comply with all privacy and data protection provisions. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information. Web portal will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per law & practices to be adopted and implemented by bidder. Any breach of this Condition by the bidder shall be deemed to be a material breach of the Contract and the Bidder shall indemnify BANK from the against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by BANK which arise as a result of such breach.</p>	<p>Request bank to amend this clause as below: Successful bidder will comply with the digital personal data protection Act,2023 and will comply with all privacy and data protection provisions. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information. Any breach of the Act by the bidder shall be deemed to be a material breach of the Contract and the Bidder shall be liable for costs and monetary damages suffered by the Bank. If the Bidder is liable under this Agreement then Bank shall make a claim under this Agreement no later than 30 days after discovery of the cause of action in relation to such claim along with necessary particulars / evidence, as requested by the Bidder to conclusively assess breach and the estimate of damages. Acceptance of information or evidence should not be an admission of liability by the Bidder. Any dispute about claim or claimed damages by the Bank will be resolved by Dispute Resolution Procedure.</p>	No change in clause
281	68	5.8	<p>Payment Terms The Bank may withhold payment of any charges that it disputes in good faith, for deficiency in service or otherwise, and may set-off penalty amount and any other amount which Service provider owe the Bank against charges payable to Service provider under this Agreement.</p>	<p>Request bank to amend this clause as below: The Bank may claim payment of any charges that it disputes in good faith, for deficiency in service or otherwise, penalty amount and any other amount which Service provider owe the Bank against charges payable to Service provider under this Agreement. If it is found that the amount claimed by the Bidder is due and payable and the Bidder fails to pay the claimed amount within 30 days then the Bank may recover the same from charges payable to the Service Provider.</p>	As per RFP
282	69	5.8	<p>Further, the above payments will be released only after submission of PBG and signing of SLA, Integrity Pact and NDA by Successful Bidder.</p>	<p>Request bank to amend this clause as below: Further, the above payments will be released only after submission of PBG by Successful Bidder.</p>	As per RFP
283	68	5.8	<p>No advance payment will be made. Payment shall be made in arrears, by Head Office after verification of supported documents. Payment will be made after deducting TDS as per Income tax guidelines. Service Provider shall submit the invoice within 7 days at the end of the quarter along with the supported documents.</p>	<p>Request bank to amend clause as below as payment terms will be on monthly basis: No advance payment will be made. Payment shall be made in arrears, by Head Office after verification of supported documents. Payment will be made after deducting TDS as per Income tax guidelines. Service Provider shall submit the invoice within 7 days at the end of month along with the supported documents.</p>	Refer Addendum 2
284	69	5.8	<p>Statutory Variation Clause: Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be due to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided there is an increase of GST rates after the last date of bid submission.</p>	<p>Request bank to delete this clause from the RFP</p>	As per RFP
285	50	4.2E	<p>Content Management: The solution should be capable of performing rollback if the ATM needs to be brought to the previous state</p>	<p>The Content Management system can download the given patch but rollback capability depends on the patch provided. Hence this requirement may please be modified or dropped</p>	As per RFP
286	74	5.22 (x)	<p>Voice guidance should be in English, Hindi and all major Indian Regional Languages included in Schedule VIII of Indian Constitution</p>	<p>Voice guidance in English and Hindi as per IDA Circular will be offered and should be accepted by Bank</p>	Refer Addendum 2
287	108	4.13	<p>MPEG full motion video with voice guidance</p>	<p>Please clarify this requirement</p>	The clause is self explanatory.
288	109	5.4	<p>The dispenser should have four active currency cassettes</p>	<p>"active cassette" is a vendor specific term. Hence this must be deleted</p>	No change in clause
289	109	5.12	<p>Currency cassette will not be considered as consumable spare</p>	<p>Since this is Opex Model, this clause is irrelevant and may please be deleted</p>	No change in clause
290	110	7.3	<p>The printer supports multilingual customer receipt printing as per customers choice of language.</p>	<p>Will need customisation in Bank Switch. Bidder cannot pay for this customisation. Please confirm Bank will arrange this</p>	As per RFP

291	110	8.3	ATM must be enabled for electronic journal with low warning feature.	Please clarify low warning mentioned in this clause	Refer Addendum 2
292	111	10.5	OS Hardening (with Firewall). CASH DISPENSER adequately guidelines issued by the OS supplier/service provider and the Bank's IS Policy should be strictly followed.	"CASH DISPENSER" in this clause seems to be out of place. Please clarify	Refer Addendum 2
293	111	10.12	The ATM should have the capability to talk on-line to the host computer system having total branch banking software singly	Since Bank already has Base 24 switch, this requirement to connect to Brabch Banking Host may please be deleted	Refer Addendum 2
294	111	10.17	The ATM software should be capable to support the Biometric	Please provide details of Biometric card if it is implemented in Bank and the related technical details	Refer Addendum 2
295	113	15.4	The Biometric ATM shall be integrated with the PURCHASERS proposed biometric solution	Please provide details of the Bank's proposed Biometric solution	Bank will share the same with L1 Bidder later.
296	113	16	VISUAL IMPAIRED KIT FOR THE ATMs	We will implement Solution as per IBA circular which in turn uses Raised Dot on "5" on EPP keyboard. This is in use by most Banks in India for many years. Bank shall accept this	As per RFP
297	114	17.3	QR Codes on ATM	Scanning of QR Code by mobile phone will not require installing a reader on the ATM. Hence please delete this reference	Refer Addendum 2
298	114	18.2	Cash dispenser software must be capable of inter-facing with the Bank's UPS systems.....	Bank UPS must be compatible and capable of being interfaced with UPS monitoring sw in ATM. If Bank UPS is not capable of this that this requirement will have to be deleted/excused on case to case basis. Please confirm	Refer Addendum 2
299	118	Part B	Part-B: Functional Specifications of ATM	Transactions required on the ATM are dependent on the ATM Host being able to carry out those transactions. Hence our confirmation to the details in this section will be assuming that the Bank already has implemented these transactions on the Banks ATM Host Switch. This must be accepted by the bank	As per RFP
300	106	Technical specifications 1.2	The ATM must be configurable to suit different site requirements and must be capable of performing under extreme conditions. Room Temperature: 5 to 45 degree Celsius; Humidity: 5 to 95	This is a lobby ATM which has operating temperature of 10 to 40 C and 20 to 80 relative humidity (RH) Requesting Bank to amend the clause as 10 to 40 C and 20 to 80 RH	Refer Addendum 2
301	107	4.6	One 500 GB or higher SATA 6.0 Gb/s HDD (7200 rpm with SMART III) for OS One 500 GB or higher SATA 6.0 Gb/sHDD (7200 rpm with SMART III) for Camera Images (Two individual 500 GB IDE/SATA HDD required out of which One should be Surveillance Rated and shall be configured for storage of images).	Repetition of HDD request for deletion	Refer Addendum 2
302	107	4.8	One serial, 3 or more USB ports with min 2 accessible from front side, onboard audio – By default all USB ports should be disabled	Serial Ports are no longer Used, request to remove the serial Port.	Refer Addendum 2
303	106	1.5	101 Keys Keyboard : By default keyboard should be disabled.diagnostics/ utilities and capable of running Multi-Vendor Software without any hardware changes. Testing.	101 Keyboard Not Provided, Please remove as all the admin and day end operations are performed through EPP	Refer Addendum 2
304	109	10.1	Software with CEN XFS 3.10 or above compliant and cross vendor support, documentation, and terminal installation and operationalization of same without any additional cost to the Bank	CEN XFS 3.10 specification is more than 20 years old and is no longer relevant. Request the bank to revise the spec to at least CEN XFS 3.20 and above	Refer Addendum 2
305	109	10.4	Microsoft Windows 10 or higher / Linux OS/ Compatible OS with latest service pack. In case OS Provider/OEM declares end of support for supplied OS, the bidder has to replace the same with a supported OS including the supported hardware changes and upgrade to other supported OS platform (if any) without any cost to the Bank	Request the Bank to change to latest version, Microsoft Windows 10 Enterprise IOT LTSC 2021 or above with latest service packs. In case supplied OS is declared end of support by Microsoft, the bidder has to replace the same with a supported OS or provide compensating controls without any cost to Bank.	No change in clause
306	148	ANNEXURE – 26	Penalty Clause PENALTIES FOR DELAY/DEFECT IN SERVICES a) Due to Late Operationalization: In case of delay in making the ATMs operational, the Bidder shall be charged penalty at Rs. 2500/- per day per site with maximum cap of Rs. 2,00,000/- which will be recovered for delay in Operationalizing / making live the Off-site /On-Site/E galleries ATMs beyond the days stipulated as above.	The penalties are too high, request Bank to consider Rs. 1000/- per day per site with maximum cap of Rs. 10,000/	No change in clause
307	148	ANNEXURE – 26	Penalty Clause PENALTIES FOR DELAY/DEFECT IN SERVICES In case of theft attempts/Fire/Flood etc. site should be made operational within 21 days of obtaining necessary approvals by the respective authorities failing which a fine of Rs. 2500/- per day per site with maximum cap of Rs. 2,00,000/- which will be recovered beyond the days stipulated as above.	The penalties are too high, request Bank to consider Rs. 1000/- per day per site with maximum cap of Rs. 10,000/. Fire/flood damages would be upto full site renovation, hence we request bank to revise TAT to 5 weeks from the date of site clearance.	No change in clause

308	152	ANNEXURE – 26	Penalty Clause (P) Penalty over the compliance and Support issue: XXV: If the bidder confirms the site feasibility and on later stage it is denied by the bidder that the site is not feasible or ready, it will attract a penalty of Rs. 200000/- per such site.	Request bank to please explain what kind of solution bank expect from OEM for site not feasible or site not ready on account of various reasons, ie VSAT commissioning issue, landlord backs out of signed lease. This clause needs to be removed.	No change in clause
309	141	ANNEXURE – 25	ATM Site Specification Point No 6 : 8 mm clear glass door with PSB Monogram (9") at eye level door size 7'x3'6" with aluminium standard sections of approx. 85-90 mm top and bottom and approx. 83.5 mm vertical and middle members with powder coating and with minimum thickness of sections of 1.5 mm. Floor Spring of reputed makes Godrej / Hafele /Rand / Ingrsol / Dorma / Hardwyn / Insta and Pivot on top. Providing & Fixing Door handle on Aluminum Section in Bank Colours.	Request Bank to consider Etching sticker as monogram, due to availability issue and leadtime for delivery or replacement of this type of glass in too high.	Etching sticker as monogram accepted to Bank
310	50	4.3 F	F. MONITORING SERVICES AND HELP DESK The selected bidder will be responsible for online and real time monitoring of ATMs to ensure desired 98.5% uptime.	Request Bank to revise the uptime targets which is practically achievable and considering the current trend. MSP recommend to revise the targets for Metro & Urban to be at 95% and for Semi-Urban and Rural areas 93% (Post Exclusions Which are beyond MSP Control).	As per RFP
311	50	4.3 F	Centralized monitoring and control over access to safes.	Bidder assumes this as monitoring of ATMs. The access to safe will not be monitoring through ATM incident monitoring but through the e-surveillance hence bidder request the bank to remove "control over the access to safes" or request the bank to clarify for better understanding of the clause.	Refer Addendum 2
312	50 & 54	4.3 F & 4.3 M	f. Normal functioning of DVSS based on the feed from ATM/Bank's. •Ensure that DVSS installed with ATMs are in working order and preventive maintenance schedule of ATMs and DVSS is strictly followed by the successful Bidder. Bank expects the bidders to have capability for remote retrieval of images from ATM DVSS and also monitor that the ATM DVSS system is working fine.	DVSS functioning can be monitored only if the Bank's Host captures the Feed and sends it to the Bidder's Monitoring tool. Bank to take up with the Switch Service provider for enabling the necessary feeds and integration with the Bidder's Monitoring tool.	No change in clause
313	51	4.3 G	f. Providing status of uptime of ATMs and data to the Bank on a regular basis, as per requirement. g. To provide data regarding daily average uptime % of the ATMs as required by the Bank h. To provide data regarding daily average availability % of the ATMs as required by the Bank	Bidder hereby confirms that uptime which will be shared during month will be tentative & final uptime reporting will be done at month end.	Refer Addendum 2
314	52	4.3 H	H. CENTRALIZED MONITORING FOR IMPROVEMENT UPTIME AND AVAILABILITY •Integration with Bank's monitoring solution as no additional cost to the Bank.	Bank to clarify whether the feed will be given to the Bidder's monitoring tool through EMS or any other Monitoring tool which is in Bank's use currently	Bank is not using any Monitoring solution currently but may use in future.
315	52	4.3 H	Bank reserves right to refer uptime reported as per in-house reporting tool of Bank to determine SLA adherence by MSP to uptime levels basis which penalties (if any) shall be applicable	Bidder request bank to consider Bidder's data with mutually agreed Exclusions for performance & penalty calculation as Bidder system is integrated with Bank Switch and will have detailed actions/bifurcation of downtime incidents.	As per RFP
316	52	4.3 I	Providing various MIS reports & data detailing performance of the network on pre-agreed criteria, as per Bank's requirement arising from time to time.	Bank to provide the list of all basic reports expected to plan for the adequate resources to deliver	Bank will provide the information later to the successful L1 Bidder
317	53	4.3 K	Bank staff may be part of such DR drills initiated by the Managed service provider. DR drills should check the operational, technical & business effectiveness of disaster recovery procedures.	Bidder perform DR activity for the entire center and for all customers, hence allowing the customer to participate in the DR Drill will be subject to the conformation from the Global BCP support Team	As per RFP
318	53	4.3 M	FLM visit must be scheduled immediately by bidder in case of any incident that impacts functioning of the Machine.	FLM dispatch will be initiated post observation period (as per the mutually agreed duration with Bank basis the nature faults)	Please refer RFP clause- FLM AND SUPPORT SLM SERVICES
319	53	4.3 M	FLM call to be logged by bidder within 30 minutes of the ATM going down. This time lag is for monitoring if the ATM is getting auto-restored	FLM dispatch will be initiated post observation period (as per the mutually agreed duration with Bank basis the nature faults)	Please refer RFP clause- FLM AND SUPPORT SLM SERVICES

320	53	4.3 M	TATs for attending FLM calls a. Metro & Urban ATMs – 4 hrs. from call log time b. Semi-Urban & Rural ATMs - 5 hrs. from call log time	Bidder here by Request to Consider below TAT & Restrictions Timing for FLM Attendance - Considering Current Traffic & Travelling Situations which varies as per Locations. Metro & Urban ATMs - 6 hrs Semi-Urban & Rural ATMs - 8 hrs (Incase distance is more than 60 kms then such ATMs TAT need to be revised by 2 hrs for every 20 kms) Travel Restrictions As per MHA Need to be applied as below : (a) after 9 PM in urban areas; (b) after 6 PM in rural areas (c) before 9 AM or after 4 PM in the districts notified by the Central Government as Left Wing Extremism (LWE) affected areas For Cassette Swap Sites - FLM & SLM Will be attended alongwith Cash Loading activity Also MHA Restrictions timings need to be considered for FLM attendance.	As per RFP
321	54	4.3 M	Follow up with Bank's Team for ensuring that ATMs are not down due to any network issue	Bidder hereby request bank to confirm in which scenario Bidder needs to follow up with Bank team for network cases as ATM site Network is mentioned under Bidder's scope of work	Refer Addendum 2
322	54	4.3 M	Requisite MIS Reports will be provided to the Bank as per the requirement which shall be delivered to Bank at scheduled times. (viz. ATM availability to card holders,	Bidder hereby confirms that uptime which will be shared during month will be tentative & final uptime reporting will be done at month end.	OK
323	70	5.12	SYSTEM UP TIME: 98.5%	Request Bank to revise the uptime targets which is practically achievable and considering the current trend. MSP recommend to revise the targets for Metro & Urban to be at 95% and for Semi-Urban and Rural areas 93% (Post Exclusions Which are beyond MSP Control).	As per RFP
324	87	5.45	5.45 Factor for calculation of Uptime for ATM Exclusions for uptime for penalty calculations:	In addition to given Exclusions bidder hereby request Bank to provide below listed Exclusions which are beyond Bidder Control : <ul style="list-style-type: none"> • 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 due to Power failure 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 & related issues • Any Third party component failure where replacement required, • Access availability issues • Downtime post operating hours as per the guidelines • 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 MSP • 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. • 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 • The cash out instances and resultant CD downtime will be excluded from the calculation of uptime if the ATM fit currency not provided by Bank to CITs • Downtime due to NFS/issuing Bank network unavailability including but not limited to lease lines/LAN, host connectivity with the Switch or any other devices or due to the downtime of existing ATM leased line downtimes 	As per RFP

325	148	ANNEXURE – 26	b)Penalty for fall in uptime: Bidder has to guarantee minimum uptime and cardholder availability as mentioned in Table 'A' above on Monthly basis during service period. For this purpose, total elapsed time between receiving the breakdown message (over telephone or otherwise) and making the system functional or providing standby machine, will be treated as down time. It will be calculated on Monthly basis.	Bidder here by request to consider only the downtime faults generated through Host feeds which makes the machines non functional to dispense cash to the card holders and exclude any other downtime and manually reported incidents as these are subject to verification of the authenticity of the complaints post FLM/SLM personnel visit to the sites.	No change in clause
326	148	ANNEXURE – 26	b) Penalty for fall in uptime: Up-time (98.5%) Penalty Up to 2% less than target 1% of Monthly Billing 3-5% less than target 2% of Monthly Billing 6-8% less than target 3% of Monthly Billing 9-10% less than target 4% of Monthly Billing 10% less than target 5% of Monthly Billing	Bidder hereby request Bank to revise the Uptime Target for Metro & Urban at 95% and for Semi-Urban / Rural areas at 93%. Also penalty to be capped at 1% to make business viable. Request Bank to consider the exclusions which are beyond Bidder Control while calculating penalty.	As per RFP
327	148	ANNEXURE – 26	(In case of more than 10% downtime (after exclusions) over a period of two months, then no payment will be made to the Bidder during the period)	Bidder request to remove this clause to make the business viable as this will have huge impact on the service deliverable if no payment done.	No change in clause
328	151	ANNEXURE – 26	p) Penalty over the compliance and Support issue: xvii. For delay in attending FLM calls by cash handling agency (applicable for each call) - Upto 2 Hours delay beyond TAT – Rs.100/- - Upto 4 Hours delay beyond TAT – Rs.200/- - Upto 6 Hours delay beyond TAT – Rs.400/- - Upto 12 Hours delay beyond TAT – Rs.500/- - For every 24 hours' delay beyond TAT – Rs.1000/-	Bidder hereby request Bank to remove this penalty as Bank have recommended penalty for uptime as well & FLM is one of the contributor in uptime. So this will be duplication of penalty.	No change in clause Size of screens will not be more than 1 Mb
329	152	ANNEXURE – 26	xix. If there are any locations where the police authorities do not allow attending FLM calls in the night hours, same needs to be informed to Bank with documentary evidence. Bank needs to explicitly approve each such case for exclusion from SLA tracking.	Bidder hereby confirms bank to verify such situations with help of Bank local representatives as most of the time Police Authorities not giving many instructions in writing.	Ok
330	152	ANNEXURE – 26	q) Exclusions for downtime and penalty calculations:	In addition to given Exclusions bidder hereby request Bank to provide below listed Exclusions which are beyond Bidder Control : • 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 due to Power failure 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 & related issues • Any Third party component failure where replacement required, • Access availability issues • Downtime post operating hours as per the guidelines • 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 MSP • 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. • 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 • The cash out instances and resultant CD downtime will be excluded from the calculation of uptime if the ATM fit currency not provided by Bank to CITs • Downtime due to NFS/issuing Bank network unavailability including but not limited to lease lines/LAN, host connectivity with the Switch or any other devices or due to the downtime of existing ATM leased line downtimes	As per RFP

331	54	CASH SERVICES	C3R Report along with switch and machine counter must be submitted on T+1 basis to Bank's nodal branches and central recon team by 1:00PM daily	We request the bank to consider 4 PM instead of 1 PM for the submission of the C3R to Bank on T+1	As per RFP
332	55	CASH SERVICES	Bidder will provide the portal access for real time update/report of cash management activity like Admin Activity, Cash loading, Cash Offloading and EOD reports without any cost to the Bank.	A) We request the bank to consider the reports as there is no portal available for such reports B) Need more clarity about the requirement since the cash loading, Cash offloading and EOD reports will be submitted seperately and this is covered in previous clause	Refer Addendum 2
333	56	CASH SERVICES	It will be responsibility of the Bidder to reconcile and reverse the suspense CIT entries at respective cash nodal branch within 3 days for all the entries corresponding to cash issued as well as cash unloaded.	The bidder will submit the C3R to Bank on T+1. In case of any correction we request the bank to highlight the same to the bidder.	Agreed
334	57	CASH SERVICES	All reports from cash handling agencies & deliverables (CBR, C3R, DLR, Cheques, Retained cards, JP and EJ Logs) should be submitted within cut off time specified by bank. Bank follows a rigorous process of reconciliation on daily basis hence it is important for bidder to ensure all required reports are submitted without delays	Bidder will submit the C3R on T+1 before 4pm	As per RFP
335	60	Account Management of CRA for Cash Managed Services	Deposit of unloaded cash from ATMs to at Nodal Branch / Linked Branch in respective ATM Account.	Cash removed / bought back will be resutized for CS ATMs	As per RFP
336	60	Account Management of CRA for Cash Managed Services	Only ATM fit currency notes are to be loaded into the ATMs.	The bidder expect the bank to provide ATM FIT currency for cash loading	Ok
337	61	CASH REPLENISHMENT UNDER CASSETTE SWAP	Bidder will ensure to submit the cash to Nodal Branch within business hours only. If Cash/Cassettes not submitted to nodal branch within Business hours, then Penalty will be deducted from monthly billing as per Annexure 26 Penalty Clause.	Return cash will be reutilised for cash loading & cannot be deposited back in the nodal branch	As per RFP
338	61	CASH REPLENISHMENT UNDER CASSETTE SWAP	Bank may change the procedure of Cassettes Swap and will inform to Service provider, Bidder will ensure to replenish the cash as per Bank procedure for compliance of guidelines.	CS will be implimented as per the standard procedure. Process should be mutually agreed & it should be as per industry practice.	Cassettes Swap to be strictly implemented as per regulatory (RBI) guidelines.
339	149	he compliance and	i. Repeat instances (more than 2 instances in a month at location) of incorrect/delay in reporting to Bank via EOD, DLR, C3R, wrong updation of counters – Rs.500/- per instance. Note that repeat of this exception need not be on the same ATM for deduction to be applicable. i.e. it can be on same or different ATMs. Any financial exposure to bank due to such delay in reporting will be passed to Bidder. There would be no capping on deductions made from Bidder for such delay / incorrect reporting.	Bank to provide required files to vldate the CR3 REPORT to avoid Errors. 1. EOD to EOD dispense 2. Cash withdrawal file - ATM ID / Nodal Branch wise break up on same day by 4pm 3. Switch File Absense of any of the above will lead to no validation of C3R & revision will happen only when Bank verify & ask to revised. Hence NCR recommend to remove this from penalty	Bank may share the same with L1 Bidder later only after approval from Bank's competent authority.
340	149	he compliance and	i. Service provider will ensure to submit the cash to Nodal Branch within business hours only. If Cash/Cassettes not submitted to nodal branch within Business hours, then Penalty of Rs.1000/- per instance will be deducted from monthly billing.	Submission of Cash to nodal branch is subject to availability of Cash crew on field. Hence submission on same day is quite challenging. Bank to intimate on T-1 (working day) so that CRA can be ask to submit the cash on T day. Also submission of cash is again subject to reason. E.g. return cash from cassettes swap cannot be submitted to Bank & will be reutilised for cash loading	No change in clause
341	149	he compliance and	Cash kept behind the currency cassette or deliberate undocking of currency cassette – Rs.1000/- per ATM per instance. Repeat incidence will attract penalty of Rs.2000/- per ATM.	Penlaty is too high request bank to reduce the amount	No change in clause

342	149	Penalty over the compliance and Support issue:	i. Any instance of un-authorized cash diversion/ removal from ATM (without intimation to Bank) – Rs.5000/- per instance. Penalty shall not be levied if Bidder informs Bank for any diversion which are beyond their control.	Cash diversion happens due many factors , such as Road block ,Force Manjure / ATM down . Request bank to reduce the penalty amount & consider the exculsion too.	Refer Addendum 2
343	149	Penalty over the compliance and Support issue:	i. Counterfeit note loaded in Banks ATMs by cash handling agency – Rs.5,000/- per instance in addition to deduction of equivalent of counterfeit note dispensed per instance. In case of repeat instances being reported, bank will be forced to take necessary action to reduce exposure to concerned cash handling agencies.	Request bank to reduce the penalty amount	As per RFP
344	49	4.3 (D)	100% EJ pulling from all deployed ATMs on T+1 basis to Bidder's Management Centre & pushing to Bank's Server. An exclusive & competent FM (Facility Management) resource shall be stationed at Head Office for ensuring completion of daily EJ pulling, storing and making available to Bank.	We request the bank to consider ATM Down, Network Issues and other dependancies as exeption	As per RFP
345	49	4.3 (E)	The solution should be capable of centralized distribution of software upgrades and patches to the ATMs. The solution should be capable of centralized distribution of antivirus patches to the ATMs. The solution should be capable of distributing screens at specified number of ATMs.	Solution is capable for distrubting the software patches provided there is sufficient network Bandwidth. We request the bank to consider 64kbps as the ntwork bandwidth.	Vendor to assess the Bandwidth requirement for the job and implement accordingly.
346	44	E-SURVEILLANCE	Provide CCTV footage to Bank or any other authorities on demand within 2 days.	For remote area or wherever physical visit is required footage submission TA should be between 48-72 Hrs.	As per RFP
347				M/s AGS mentioned on various pages is irrelevant in RFP. The same to be replaced with relevant word/s in the RFP	noted and rectified
348	Annex 26	0	Due to non-implementation of Integration with Bank's ICCW	As it is not clear what ICCW middleware Bank has, this clause may please be deleted	bank will provide the information later to the successful L1 Bidde
349	Annex 28		Undertaking for Implementation of ICCW	As it is not clear what ICCW middleware Bank has, the time period in this undertaking may please be relaxed.	bank will provide the information later to the successful L1 Bidde
350	107	3.1	The ATM must have alarm system with sensors capable to monitor the following: Chest Door Status, Duress Status, Temperature status, Vibration status, and Burglary Alarm	Requesting Bank to modify clause by removing Burglary Alarm: The ATM must have alarm system with sensors capable to monitor the following: Chest Door Status, Duress Status, Temperature status, and Vibration status. Justification: ATM is not capable of monitoring Burglary Alarm since it is not part of ATMs.	Refer Addendum 2
351	107	4.6	One 500 GB or higher SATA 6.0 Gb/s HDD (7200 rpm with SMART III) for OS One 500 GB or higher SATA 6.0 Gb/s HDD (7200 rpm with SMART III) for Camera Images (Two individual 500 GB IDE/SATA HDD required out of which One should be Surveillance Rated and shall be configured for storage of images)	We would request the bank to clarify the point as HDD spec contradicts with clause 4.3	Refer Addendum 2

352	108	4.19	Keyboards: Rugged spill proof Triple DES enabled with polycarbonate tactile/ stainless steel 16 key alpha/numeric (EPP PIN pads) Keys. EPP Keypad to be PCI version 3.0 or higher compliant , Supporting Remote Key Management loading feature, Access For All (AFA) Standards, Physical Protection as per 'PIN Protection Principles and Techniques'(PIN Shield) and approved Algorithm(s) for PIN Encryption. Support advanced Encryption Standard in future without any additional hardware. The PIN PAD should also support tamper resistant security module which enables automatic destruction of secret keys in case of attempt to interfere with the encryption system. All ATMs should have PIN pad shields covering all three sides to avoid shoulder surfing or capture by the external camera. Above requirements are mandatory to implement for new ATMs to be deployed by PURCHASERS and good to have to be implemented on ATMs wherever possible. Keyboard/ Pin Entry Device (PED) MUST be Braille enabled so that visually impaired persons can also be able to operate without any difficulty (As per SCHEDULE-II 16.1 TO 16.5 and SCHEDULE-IV) and have passed testing by Payment Card Industry (PCI), RuPay, Visa and MasterCard recognized laboratory and approved by PCI, VISA, MasterCard, RuPay and all major payment gateways.101 keys Keyboard (optional)	Requesting bank to modify this clause as: Keyboards: For certification of EPP. Request bank to modify the clause to specify testing by only PCI for EPP,and remove RuPay, Visa and MasterCard recognized laboratory and approved by PCI, VISA, MasterCard, RuPay and all major payment gateways. Justification: They do not provide certificates.	No change in clause
353	108	4.21	Capable of Voice guidance to customer and slot for connecting head phone, PIN and figure print authentication (UIDAI Compliant). Capable of Voice guidance to customers in multiple languages including English, Hindi etc. Audio/WAV files for voice guidance functionality to be provided by M/s AGS in consultation with the Bank at no additional cost. However bank will inform the regional language text of the audio.	Requesting Bank to modify clause as: Capable of Voice guidance to customer and slot for connecting head phone, PIN and figure print authentication (UIDAI Compliant). Capable of Voice guidance to customers in multiple languages including English, Hindi etc. Audio/WAV files for voice guidance functionality to be provided by the OEM in consultation with the Bank at no additional cost. However bank will inform the regional language text of the audio.	Refer Addendum 2
354	109	6.1	The card reader should be capable of reading tracks one, two and three as per ISO standard or RuPay/ Master/ Visa Card format /EMV co. certified with L1 & L2 valid approval for 7 years with upgrades on FOC basis. Necessary Hardware and Software - XFS Upgrades, Application and EMV Kernel & License all should be provided by default.	Requesting Bank to modify clause as: The card reader should be capable of reading tracks one, two and three as per ISO standard or RuPay/ Master/ Visa Card format /EMV co. certified with L1 & L2 valid approval with upgrades on FOC basis for 7 years. Necessary Hardware and Software - XFS/equivalent Upgrades, Application and EMV Kernel & License all should be provided by default. Justification:- Approval is given for maximum 4 years.	No change in clause
355	111	10.1	Software with CEN XFS 3.10 or above compliant and cross vendor support, documentation, and terminal diagnostics/ utilities and capable of running Multi-Vendor Software without any hardware changes. Testing, installation and operationalization of same without any additional cost to the Bank.	Requesting Bank to modify clause as: Software with CEN XFS 3.10 /equivalent or above compliant and cross vendor support, documentation, and terminal diagnostics/ utilities and capable of running Multi-Vendor Software without any hardware changes. Testing, installation and operationalization of same without any additional cost to the Bank.	No change in clause
356	111	10.7	Software with drivers (including for XFS devices), API documentation, and terminal diagnostics/utilities. OEM/Service provider is required to provide latest OS and Cen XFS application version to support Regulatory requirement or Bank's need to support MVS and EPS applications during the contract period	Requesting Bank to modify clause as: Software with drivers (including for XFS devices), API documentation, and terminal diagnostics/utilities. OEM/Service provider is required to provide latest OS and Cen XFS/equivalent application version to support Regulatory requirement or Bank's need to support MVS and EPS applications during the contract period	No change in clause
357	113	15.5	Complete Biometric Kit including scanner, Audio Jack should be as per STQC standards	Requesting bank to modify the clause by removing audio jack as below: Complete Biometric Kit including scanner, and should be as per STQC standards	No change in clause
358	113	15.9	The machine should have a valid Terminal Quality Management (TQM) label	Requesting bank to modify the clause as: The machine should have a valid Terminal Quality Management (TQM) certificate for Card reader.	No change in clause

359	107	2.2	Dual combination electronic lock of 6+6 digits with one time combination (OTC) and code generation (Code generation is optional), audit trail capabilities of reputed companies only. Default set password shall be changed at the time of installation of ATM and certified to this effect in ATM installation report. Any changes to the lock or activation can only be done when the lock and ATM vault are in "OPEN" state. Thereby ensuring the entity making changes is duly authorized, (as he was first able to open the lock) . Vault lock should have back to back 3 years warranty from OEM (i.e. during one year warranty & 2 years post warranty) and bank will not pay for lock replacement during the first 3 years period. Lock code misplace or forgotten by custodian will not be covered under warranty and AMC clause	Requesting bank to remove the Warranty clause as it is not required on OPEX Model.	Refer Addendum 2
360	49	C - CONSUMABLES	Supply and Replenishment of consumables such as paper roll, printer ribbons, inkjet cartridge, bidder shall replenish consumables essential to ensure uninterrupted operation as necessary without limitation on quantity. <input type="checkbox"/> The bidder will be responsible for the maintenance of all ATM/Sites both on-site and off-site and replace all spares/equipment's/materials including consumables <input type="checkbox"/> Proactive Replenishment of all varieties of Paper Rolls i.e. paper rolls for Receipt, Printer, Printer Ribbons/ Cartridges, ATM ribbons or any other consumables required at ATM sites. Cost of these consumables will be borne by the bidder. The receipt shall be printed by the bidder as per Bank' branding. <input type="checkbox"/> Appropriate good quality Receipt printer paper shall be supplied and installed by the Bidder/bidder as per machine model. <input type="checkbox"/> Supply and replenishment of Ink Cartridges with basic preventive maintenance twice a month. Based on the monitoring and on the past usage trend, the selected bidder should proactively draw a schedule for replenishment of consumables for each ATM and carry out the same.	Need clarification on this point, as Thermal RP roll are used in all machines, so no cartridges, ribbons are used. JP module is not required and hence request the Bank to modify the same.	Refer Addendum 2
361	54	A. CASH REPLENISHMENTS AND FORECASTING SERVICES FOR ALL THE OFFSITE ATMS	In order to have a proper check on the movement and reconciliation of cash, Bidder will ensure that CIT/CRA conducts minimum 15 EOD and 15 Cash loadings in a month per ATM/BNA so as to ensure that there is no gap of more than two days between two EODs/Cash loadings (Working or Non-working) at all the ATMs. Further, Bank may increase number of EOD/Cash loadings at any point of time. This is the minimum benchmark for EODs/Cash loadings. Ideally, Bidder has to do more.	Bank to share the procedures for EOD and Replenishment activities on working and non working ATMs	Bank will provide the information later to the successful L1 Bidder
362	54	A. CASH REPLENISHMENTS AND FORECASTING SERVICES FOR ALL THE OFFSITE ATMS	C3R Report along with switch and machine counter must be submitted on T+1 basis to Bank's nodal branches and central recon team by 1:00PM daily	As we understand the submission of said reports would be online on T+1.	Yes
363	55	A. CASH REPLENISHMENTS AND FORECASTING SERVICES FOR ALL THE OFFSITE ATMS	Bank will undertake periodic verification of the cash held on its behalf by the CRA. The bidder will ensure that cash verification by Bank's officials, authorized agents is allowed by the concerned CRA.	Bank to share the list of authorized personnel who are/will be assigned	Bank will share the list with L1 Bidder later.

364	55	A. CASH REPLENISHMENTS AND FORECASTING SERVICES FOR ALL THE OFFSITE ATMS	<input type="checkbox"/> Bidder will ensure that CIT/CRA replenish the cash at the ATM on the same day cash is provided by the Bank.	Request the Bank to issue the cash on or before 9:00 AM	Timings and the Nodal Branch fort collection of cash will be discussed with Selected L1 bidder.
365	56	A. CASH REPLENISHMENTS AND FORECASTING SERVICES FOR ALL THE OFFSITE ATMS	GPS tracking should be available and dedicated monitoring team should be there for monitor the route/diversion of cash van.	The GPS installed in the cash vans are monitored by CRA and not MSP to avoid safety and security and breach of information	ok
366	57	A. CASH REPLENISHMENTS AND FORECASTING SERVICES FOR ALL THE OFFSITE ATMS	All reports from cash handling agencies & deliverables (CBR, C3R, DLR, Cheques, Retained cards, JP and EJ Logs) should be submitted within cut off time specified by bank. Bank follows a rigorous process of reconciliation on daily basis hence it is important for bidder to ensure all required reports are submitted without delays.	Bank to confirm about the availability of following features in ATMs JP, Retained cards and cheques. While we understand the machines would be without JP module.	Refer Addendum 2
367	57	<input type="checkbox"/> Bidder shall ensure compliance with the following requirements:	Service provider need to maintain account with Bank team. If any shortage found by Bank team, then same will be debited in service provider account and Service provider will ensure to adjust such shortage within 7 days from date of reporting of shortage to them. Additionally, interest to be paid on the amount of shortage @MCLR+6.50%.	The interest on the repayment of cash shortages to be removed from the clause since such recoveries will be done from the bidder	As per RFP
368	60	<input type="checkbox"/> Account Management of CRA for Cash Managed Services	The Service Provider will ensure that no CRA agency is changed midway during the rate contract without seeking prior approval of the Bank	As these machines are under Opex model and performance to be managed by bidder. In case of any changes we would keep the Bank informed for the same. Request to change the clause accordingly.	In case of any changes required, Bank to be informed and changes to be done post Bank approval.
369	61	B. CASH REPLEN	Bidder will ensure to submit the cash to Nodal Branch within business hours only. If Cash/Cassettes not submitted to nodal branch within Business hours, then Penalty will be deducted from monthly billing as per Annexure 26 Penalty Clause.	Need clarity as the ONV cash will be reutilized to load CS ATMs and the shortfall if any will be collected from the nodal branches	As per RFP
370	68	PAYMENT TERMS	The payments shall be made by the respective Zonal Office for successful financial and non-financial transactions basis of the cardholder at these proposed outsourced ATMs. There will be no profit sharing arising out of acquiring transactions.	As this RFP is for Opex Model we would request the Bank to have centralised payme	As per RFP
371	70	5.12 SYSTEM UP	300 OPEX ATM - Minimum Uptime requirements - 98.5%	Minimum Uptime requirements need to be revised to - 97.00%	As per RFP
372	70	REGULATORY COMPLIANCE/BANK REQUIREMENT	For any future update to meet the security guideline issued by regulators or asked by the Bank, bidder has to implement the compliance. Bidder will ensure that compliance of security guidelines should be implemented within three months from date of Bank's notice or RBI timelines whichever is earlier. OS upgrade, software updates, patch updates etc. will be done at no additional cost to the Bank.	Request bank to consider: For any future update to meet the security guideline issued by regulators or asked by the Bank, bidder has to implement the compliance. Bidder will ensure that compliance of security guidelines should be implemented within three months from date of Bank's notice or RBI timelines whichever is earlier. If any new hardware or software required to comply with regulatory then that upgradation under mutual discussion with bidder & bank.	As per RFP

373	110	6.7	Hybrid Dip Smart Card Reader: Smart Card Reader with media entry indicator having capability to read magnetic stripe & smart card chip (EMV v 4.0 or higher standard compliant) with Level 2 approved terminal resident application. Vendor to submit requisite EMV certificate. It should carry latest EMV CAM 2 Licenses as well as XFS software without requiring any further up-gradation.	Requesting Bank to modify clause as: Hybrid Dip Smart Card Reader: Smart Card Reader with media entry indicator having capability to read magnetic stripe & smart card chip (EMV v 4.0 or higher standard compliant) with Level 2 approved terminal resident application. Vendor to submit requisite EMV certificate. It should carry latest EMV CAM 2 Licenses as well as XFS/equivalent software without requiring any further up-gradation.	No change in clause
374	148	ANNEXURE – 26	a) Due to Late Operationalization: In case of delay in making the ATMs operational, the Bidder shall be charged penalty at Rs. 2500/- per day per site with maximum cap of Rs. 2,00,000/- which will be recovered for delay in Operationalizing / making live the Off-site /On-Site/E galleries ATMs beyond the days stipulated as above. In case of theft attempts/Fire/Flood etc. site should be made operational within 21 days of obtaining necessary approvals by the respective authorities failing which a fine of Rs. 2500/- per day per site with maximum cap of Rs. 2,00,000/- which will be recovered beyond the days stipulated as above. In case of faulty ATM, if ATM needs to be replaced, alternate arrangement to made within 15 days failing	Already penalty is charged from the uptime point of view, so need to exclude this penalty clause	The clause refers to penalty imposed due to delay In case of delay in making the ATMs operational.
375	148	ANNEXURE – 26	b) Penalty forfall in uptime: Table A Up-time (98.5%) -Penalty Up to 2% less than target -1% of Monthly billing 3-5% less than target -2% of Monthly billing 6-8% less than target -3% of Monthly billing 9-10% less than target -4% of Monthly billing 10% less than target -5% of Monthly billing	Up-time (97.00%) -Penalty Up to 2% less than target -1% of Monthly billing 3-5% less than target -2% of Monthly billing 6-8% less than target -3% of Monthly billing 9-10% less than target -4% of Monthly billing 10% less than target -5% of Monthly billing	As per RFP
376	149	ANNEXURE – 26	e) Penalty for Cassette Swap: Bidders to replenish cash through Cassette Swap Method in terms of RBI's letter No.RBI/2017-18/DCM (Plg.) No. 3641/10.25.007/ 2017-18 dated April 12, 2018 on Cassette Swap in ATMs. Non- compliance will attract a penalty of Rs.2000/- per incidence maximum up to Rs. 20000/- along with the penalty imposed by the regulatory authorities, if any.	Need to discuss & clarification required, As per RBI, if the machine is cash out for 10hours in a month then penalty is liable of Rs,10,000/-, apart from that uptime penalty is also in place. So no additional penalty need to be charged for Cash out cases. In addition cash supplied by the Bank needs to be considered and waivers accordindngly.	As per RFP
377	149	ANNEXURE – 26	h) Penalty on Minimum Cash loadings:Bidder to ensure that in no case any ATM/ATM should be out of cash. There should be 15 cash loadings and 15 EODs per month and there must not be gap of more than one-day EOD/ Cash replenishment. Bidder have to do EOD on every alternate day for ATMs/ATMs. Penalty of Rs. 500/- per instance maximum up to 10% of monthly billing will be imposed for non- adherence of the same.	Minimum cash loading & EOD penalty need to be revised to Rs 100/- per instance	As per RFP
378	149	ANNEXURE – 26 Penalty Clause - i) Housekeeping and Site Management Services:	i) Housekeeping and Site Management Services: The Bidders shall ensure activity cycle for housekeeping & cleaning services for minimum of 2 times per day at each ATM site on daily basis, failing which it shall attract penalty Rs. 200/- per day. If the service is not provided continuously for 3 days, the maximum penalty on account of the above shall be 10% of the monthly billing.	Penalty need to be revised to Rs 100/- per instance	As per RFP

379	149	ANNEXURE – 26 - Penalty Clause - l) Delay in Consumable Replenishment:	l) Delay in Consumable Replenishment: Consumables are required to be replenished well before it gets over. Penalty: Rs.500/- per incident shall be levied if consumable is not made available within four hours from the time information available in Online Monitoring Solution or complaint lodged by Bank official in this regard. If the incidents are recurring then penalty shall be charged at increase rate of Rs.1000/- per incident, for all consumables shall be recovered from the bidder.	Penalty need to be revised to Rs 100/- per instance	As per RFP
380	151	ANNEXURE – 26 - Penalty Clause	p) Penalty over the compliance and Support issue: xvii. For delay in attending FLM calls by cash handling agency (applicable for each call)	Need to discuss & clarification required, as per the RBI guidelines, MHA, night calls, distance calls, etc need to be considered for calculation of FLM TAT, distance chart needs to be shared with bank to avoid multiple penalties	As per RFP
381	148-152	ANNEXURE – 26 - Penalty Clause	Penalty Clause	Need to review and discuss BAU penalties	OK
382	General	General	Per Transaction	We would request the Bank to consider and have a minimum guarantee of 50 transactions per day and incase of transaction more than 50 per day then it would be calculated on actuals.	As per RFP
383			dedicated 32 Kbps for upload & download respectively with 100% concurrency (demand as on today). Also, per ATM bandwidth requirement should match with the day to day requirement. If any software or application upgradation demands increase in the bandwidth, the same should be made adequately available to cater to the day to day requirements within the contract period without any additional cost to the Bank.		As per RFP