

# PUNJAB & SIND BANK



**Addendum No. -2 Dated: 07.01.2025**

**For**

**End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines(ATMs)(Including UPS, Chemical Earthing, OTC Software ,AMC & Spare cassettes) Under Rate Contract for Five Years.**

**GeM BID No: GEM/2024/B/5682360 Dated 12.12.2024**

**Issued By:**

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*This document is prepared by Punjab and Sind Bank for the “End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs)(Including UPS, Chemical Earthing, OTC Software ,AMC & Spare cassettes) Under Rate Contract for Five Years” The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend and reissue this RFP Document and all amendments will be integral part of the RFP. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost and / or compensation therefor.*

## Addendum - 2

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## 1. Introduction

Bank has Bank has published the RFP No. GEM/2024/B/5682360 dated 12.12.2024 for End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines(ATMs)(Including UPS, Chemical Earthing,OTC Software ,AMC & Spare cassettes) Under Rate Contract for Five Years.

In response to Pre-bid queries received from the prospective bidders, the bank has enclosed herewith its response as attachment and also revised clause.

Responses and the Revised Clauses for submitting the bid documents, the following amendments are made to the RFP clause. All other terms and conditions of the RFP remain unchanged.

### **The following amendments are made to Key Information.**

<i>Key Information</i>	<i>Date as per RFP</i>	<i>Date as per addendum</i>
<i>Last date for Bid Submission</i>	<i>13.01.2025 (03:00 PM)</i>	<i>17.01.2025 (03:00 PM)</i>
<i>Date and Time for Opening Technical Bids</i>	<i>13.01.2025 (03:00 PM)</i>	<i>17.01.2025 (03:30 PM)</i>

2. Amendments in RFP:

Following amendments have been made to RFP clauses. All other terms and conditions of the RFP shall remain unchanged.

SN	Page No.	Section	Existing Clause	Revised clause/section
1.	12-16	2.1	<p><b>2.1 Eligibility Criteria</b></p> <p>7. The bidder should have supplied and installed a minimum of 500 ATMs in India to at least two Public Sector Banks / Private Sector Banks/ Financial Institutions / Government Organizations during last three financial years (i.e. 2021-22, 2022-23 and 2023-24).</p> <p>9. The offered Make &amp; Model of ATM/ should have been successfully installed and commissioned with complete functionalities under Base 24 EPS ATM Switch/ or any other Switch Bank may procure in future.</p>	<p><b>2.1 Eligibility Criteria</b></p> <p>7. The bidder should have supplied and installed a minimum of 500 ATMs/CRMs in India to at least two Public Sector Banks / Private Sector Banks/ Financial Institutions / Government Organizations during last three financial years (i.e. 2021-22, 2022-23 and 2023-24)</p> <p>9. The offered Make &amp; Model of ATM/CRM should have been successfully installed and commissioned with complete functionalities under Base 24 EPS ATM Switch/ or any other Switch Bank may procure in future.</p>
2.	36-48	3.3 - General	<p><b>3.3 General</b></p> <p>22. Successful bidder should ensure that ATM should be calibrated/recalibrated and configured to dispense correct denomination of Currency / Bank notes.</p> <p>39. The successful Bidder shall provide at least four free visit in each calendar year during the entire contract period including AMC period for any activity that may be required to be performed which are not covered under the scope of Warranty, AMC and Preventive Maintenance and no visit charges shall be payable for the same. This four free visit to be undertaken shall be coordinated and monitored at HO ATM Cell level.</p> <p>40. Any future requirements like cassette spacers which</p>	<p><b>3.3 General</b></p> <p>22. Successful bidder should ensure that ATM should be calibrated/recalibrated and configured to dispense correct denomination of Currency / Bank notes at the time of new ATM installation, however any additional visit to recalibrate the cassettes is required same shall be done on mutually agreed charges.</p> <p>39. The successful Bidder shall provide at least two free visit in each calendar year during the entire contract period including AMC period for any activity that may be required to be performed which are not covered under the scope of Warranty, AMC and Preventive Maintenance and visit charges shall be payable as per agreed terms. This two free visit to be undertaken shall be coordinated and monitored at HO ATM Cell level</p> <p>40. Any future requirements like cassette spacers which may be</p>

SN	Page No.	Section	Existing Clause	Revised clause/section
			<p>may be necessitated on account of recalibration and other similar activities that may be required to be performed on ATM on account of regulatory guidelines in future during the course of contract period shall be provided free of cost by the Bidder to the Bank.</p> <p>42. The hard disk should be able to store the image data for a period of at least 120 days. The image data should be retrievable remotely to address any dispute or as a response to police / regulatory authorities. The successful bidder will be responsible for providing image data as required by the Bank by retrieving from the machine physically with in T+1 day of request of Bank without any additional cost to Bank. In the event of successful bidder failing to provide the image data as per bank's requirement the Bank shall levy penalty equivalent to the amount of disputed transaction plus penalties imposed by police/regulator /ombudsman court etc. (if any).</p> <p>46. Consumables: Bank shall consider the following as consumables viz. Cartridges, Ribbons, Paper Rolls, etc. All other items should be covered under Warranty &amp; AMC &amp; shall delivered.</p> <p>59. It is the responsibility of the Successful Bidder to change/upgrade/customize the software and hardware supplied to Bank for ensuring the compliance to statutory/regulatory, RBI, IBA, NPCI Requirements at no additional cost to the Bank.</p> <p>61. Bank reserves the right to relocate any ATM during the contractual period once at no additional cost to the Bank. The relocation shall be within same city or geographical region, and the bidder shall bear all expenses related to the degrouting, transportation, and</p>	<p>necessitated on account of recalibration and other similar activities that may be required to be performed on ATM on account of regulatory guidelines in future during the course of contract period shall be provided on mutually agreed cost (other than items not mentioned in Bill of Material)</p> <p>42. The hard disk should be able to store the image data for a period of at least 120 days. The image data should be retrievable remotely to address any dispute or as a response to police / regulatory authorities. The successful bidder will be responsible for providing image data as required by the Bank by retrieving from the machine physically with in T+2 day of request of Bank . In the event of successful bidder failing to provide the image data as per bank's requirement the Bank shall levy penalty equivalent to the amount of disputed transaction plus penalties imposed by police/regulator /ombudsman court etc. (if any).</p> <p>46. Consumables: Bank shall consider the following as consumables viz. Cartridges, Ribbons, currency cassettes, hood lock, Paper Rolls, etc. All other items should be covered under Warranty &amp; AMC &amp; shall delivered.</p> <p>59. It is the responsibility of the Successful Bidder to change/ upgrade/customize the software and hardware supplied to Bank for ensuring the compliance to statutory/regulatory, RBI, IBA, NPCI Requirements at mutually agreed cost in future after conclusion of This RFP.</p> <p>61. Existing Clause deleted.</p>

SN	Page No.	Section	Existing Clause	Revised clause/section
			<p>reinstallation and grouting. Relocation process must be completed within the 05 days to ensure minimal disruption to ATM.</p> <p>69. If any particular machine is frequently becoming out of order for technical reasons for more than three times in a month and for two consecutive months, or machine is faulty the Bank may ask the vendor to replace the machine and vendor should replace the machine with another new machine at no extra cost to the Bank.</p> <p>70. The Successful bidder shall get the infrastructure viz. Earthing, power cabling, data cabling, access lock etc. at the site examined in coordination with the Branch/ Circle office to ensure that the same are structured and proper for installation of ATM. The Successful bidder should follow stringent guidelines and best industry practices to protect the systems from unauthorized access and wire- tapping.</p> <p>79. Supply of Dallas keys for lock operations (red and black keys), if required. The 1000 black keys for 1000 ATMs &amp; 50 cash recycler and 25 Red keys for Activation by 25 Zonal Offices. In addition, the black and red keys are also to be supplied and activated at sites from time to time as and when required and whenever the Bank installs new ATMs / BNAs / Recyclers during the five year contract period.</p> <p>90. The OTC Lock should have a provision for DISASTER OPENING CODE(S) that can be used in the event of Lock / software malfunction.</p>	<p>69. If any particular machine is frequently becoming out of order for technical reasons for more than three times in a month and for two consecutive months, or machine is faulty the Bank may ask the vendor to replace the faulty parts and vendor should replace the faulty parts at no extra cost to the bank.</p> <p>70. The Successful bidder shall get the infrastructure viz. Earthing, power cabling, data cabling etc. at the site examined in coordination with the Branch/ Circle office to ensure that the same are structured and proper for installation of ATM. The Successful bidder should follow stringent guidelines and best industry practices to protect the systems from unauthorized access and wire- tapping</p> <p>79. Supply of Dallas keys for lock operations (red and black keys), if required. The 1000 black keys for 1000 ATMs and 25 Red keys for Activation by 25 Zonal Offices. In addition, the black and red keys are also to be supplied and activated at sites from time to time as and when required and whenever the Bank installs new ATMs during the five year contract period.</p> <p>90. Existing Clause deleted.</p>

SN	Page No.	Section	Existing Clause	Revised clause/section
3.	70	4.38	<p><b>4.38 Payment terms</b></p> <p><b>For ATM:</b></p> <ul style="list-style-type: none"> <li>• 50% of total invoice cost of Machine (ATM) (On delivery of ATM).</li> <li>• 50% of total invoice cost Machine (ATM) (After establishing connectivity of ATM with the switch and acceptance by the bank).</li> </ul> <p><b>For UPS:</b></p> <ul style="list-style-type: none"> <li>• 90% of total cost of UPS on delivery and installation of UPS at the site.</li> <li>• 10% of total cost of UPS on completion of one year warranty period</li> </ul> <p><b>For Earthing:</b></p> <ul style="list-style-type: none"> <li>• 90% of total cost of Earthing on commissioning of earthing at the site.</li> <li>• 10% of total cost of earthing on completion of one year period after successful commissioning and acceptance by Bank.</li> </ul>	<p><b>4.38 Payment terms</b></p> <p><b>For ATM:</b></p> <ul style="list-style-type: none"> <li>• 80% of total invoice cost of Machine (ATM) (On delivery of ATM).</li> <li>• 20% of total invoice cost Machine (ATM) (After establishing connectivity of ATM with the switch and acceptance by the bank).</li> </ul> <p><b>For UPS:</b></p> <ul style="list-style-type: none"> <li>• 90% of total cost of UPS on delivery and installation of UPS at the site.</li> <li>• 10% of total cost of UPS on completion of installation.</li> </ul> <p><b>For Earthing:</b></p> <ul style="list-style-type: none"> <li>• 90% of total cost of Earthing on commissioning of earthing at the site.</li> <li>• 10% of total cost of earthing on completion of successful commissioning and acceptance by Bank</li> </ul>
4.	71	4.43	<p><b>4.43 Warranty</b></p> <p>a. The vendor shall replace / repair defective / damaged parts of ATM and UPS by ATM parts (OEM Make only) free of cost during the one (1) year warranty period and six (6) years AMC period, including all consumables, except JP roll, receipt roll and printer ribbon due to any breakdown, Voltage fluctuation, due to UPS , Earthing related etc or natural wear &amp; tear other than main line voltage fluctuation, electrical fluctuation, short circuit, Vandalism, Fire and Natural Calamities, Exclusions or Force majeure without any extra cost to Bank.</p>	<p><b>4.43 Warranty</b></p> <p>a. The vendor shall replace / repair defective / damaged parts of ATM and UPS by ATM parts (OEM Make only) free of cost during the one (1) year warranty period and six (6) years AMC period, including all consumables, except JP roll, receipt roll and printer ribbon due to any breakdown, Voltage fluctuation, due to UPS , Earthing related etc other than main line voltage fluctuation, electrical fluctuation, short circuit, Vandalism, Fire and Natural Calamities, Exclusions or Force majeure without any extra cost to Bank.</p>

SN	Page No.	Section	Existing Clause	Revised clause/section
			<p>j. Bidder has to provide ATM camera images free of cost, whenever Bank requires the same. If the images are not clear and due to this reason any loss incurred by the Bank will be borne by the bidder. During Preventive Maintenance bidder to submit the camera images to the branch and ensure that the camera is clean and images are clear.</p>	<p>j. Bidder has to provide ATM camera images whenever Bank requires the same (in case MS vendor fails to retrieve the image due to some technical issue in machines). If the images are not clear and due to this reason any loss incurred by the Bank will be borne by the bidder. During Preventive Maintenance bidder to submit the camera images to the branch and ensure that the camera is clean and images are clear.</p>
5.	83-87	Annexure-2	<p><b>5.</b> The bidder should have a Minimum Annual Turnover of Rs.40 Crores (as per manual for procurement of goods June 2022 page no 205 Criteria 3 Financial standings) from ATM supply &amp; maintenance business from Indian operations during the last three (3) Financial Years as per the Audited Financial Statements years (i.e., 2021-22, 2022-23, 2023-24) as on date of bid submission. (as per manual for procurement of goods June 2022 page no 205 Criteria 3 Financial standings)This must be individual Company Turnover and not of any Group of Companies.</p>	<p><b>5.</b> The bidder should have a Minimum Annual Turnover of Rs.30 Crores (as per manual for procurement of goods June 2022 page no 205 Criteria 3 Financial standings) from ATM supply &amp; maintenance business from Indian operations during the last three (3) Financial Years as per the Audited Financial Statements years (i.e., 2021-22, 2022-23, 2023-24) as on date of bid submission. (as per manual for procurement of goods June 2022 page no 205 Criteria 3 Financial standings)This must be individual Company Turnover and not of any Group of Companies.</p>
6.	117-137	Annexure-18	<p><b>1.3</b> ATM should have protection from Pests, Rats, rodents etc. starting from the date of delivery till the life of ATM. During the preventive maintenance reporting, vendor will submit the certificate along with the images that Rats mesh is present in the recycler. In case of non-submission of proof, Vendor will replace the ATM damaged part during the life of ATM in case of any loss due to Pests, Rats, rodents etc. Bank will not accept any claim for replacement of any part damaged by Pests, Rats, rodents etc.</p>	<p><b>1.3</b> ATM should have protection from Pests, Rats, rodents etc. starting from the date of delivery till the life of ATM. During the preventive maintenance reporting, vendor will submit the certificate along with the images that Rats mesh is present in the ATM. In case of non-submission of proof, Vendor will replace the ATM damaged part during the life of ATM in case of any loss due to Pests, Rats, rodents etc. Bank will not accept any claim for replacement of any part damaged by Pests, Rats, rodents etc.</p>



SN	Page No.	Section	Existing Clause	Revised clause/section
7.		3.4	<p><b>3.4 OTC Lock Management Software and App based OTC transmission solution</b></p> <p>2. Vendor will be responsible for setting up the LMS (Lock Management Solution) and App based Link Software at Bank's Central Command Centre to manage OTC Lock Operations with valid user license.</p>	<p><b>3.4 OTC Lock Management Software and App based OTC transmission solution</b></p> <p>2. Vendor will be responsible for setting up the LMS (Lock Management Solution) and App based Link Software at Bank's Central Command Centre, Zonal Office (25) to manage OTC Lock Operations with valid user license, must be integrated with current OTP generation system. Minimum valid no. of license (2,000).</p>
8.	117-137	Annexure-18	<p><b>5.12</b> Cassettes/ Purge Bins/ Reject Bins should have defined self-life of Three (03) years. Currency cassette will not be considered as consumable spare.</p>	<p><b>5.12</b> Cassettes/ Purge Bins/ Reject Bins should have defined self-life of Three (03) years. Currency cassette will be considered as consumable spare.</p>
9.	117-137	Annexure-18	<p><b>11.3</b> Software should be provided for remote viewing of the images stored in the video surveillance system hard disk or external media. Facility to take necessary back up of the stored images and retrieval of the same at any point of time.</p> <p><b>11.12</b> The suitable alternate Solution should be capable of notifying the Switch in case the DVSS camera is covered/ blocked by any means so that the Cash Dispenser does not dispense cash.</p>	<p><b>11.3</b> Bidder should have Facility to take necessary back up of the stored images, EJ (for 120 days) and retrieval of the same at any point of time.</p> <p><b>11.12</b> The suitable alternate Solution should be capable of notifying the Switch in case the DVSS camera is disconnected.</p>
10	117-137	Annexure-18	<p><b>18.5</b> ATM to be provided with internal battery backup which will be required for preserving the last state of the machine in the event of loss of power supply. This is required to achieve safeguarding the corruption of ATM Software.</p>	Existing Clause deleted
11	117-137	Annexure-18	<p><u>ADDITIONAL COMPONENTS, IF ANY, OFFERED BY BIDDERS AT NO ADDITIONAL COST TO THE BANK:</u></p>	<p><u>ADDITIONAL COMPONENTS, IF ANY, OFFERED BY BIDDERS AT NO ADDITIONAL COST TO THE BANK:</u></p> <p><b><u>Replacement of Spare parts during Warranty and AMC</u></b></p>

SN	Page No.	Section	Existing Clause	Revised clause/section
			<p><b><u>Replacement of Spare parts during Warranty and AMC</u></b></p> <p>The selected bidder will replace all the Spare Parts including Consumables free of cost during the One year Warranty and 6 years AMC period</p> <p><b><u>Functional Specifications of ATM:</u></b></p> <p>11. Lead Generation -Withdrawal -Deposit</p>	<p>The selected bidder will replace all the Spare Parts including Consumables free of cost during the One year Warranty and 6 years AMC period.</p> <p><b><u>Functional Specifications of ATM:</u></b></p> <p>11. Lead Generation -Withdrawal</p>
12	153	Annexure-21	ANNEXURE–21 Certificate of Local Content	ANNEXURE–21 Certificate of Local Content  Note: Local content need to be calculated on ATMs only.
13	156	Annexure-22	<p><b>1. Penalty on delay in Audit:</b></p> <p>1. Bidder to ensure that the empanelled Agency submits the Audit Gap reports and compliance reports against the gaps identified during the Audits conducted and the same is to be shared with the bank on quarterly basis. Any Delay by the Bidder in conducting the audit within 1 month of beginning of every quarter, bank shall levy the penalty of Rs. 50,000 per day till the bidder conduct the Audits. Also, it is the responsibility of the bidder to close all identified gaps and ensure closure of all identified gaps by the end of each quarter.</p>	<p><b>1. Penalty on delay in Audit:</b></p> <p>1. Bidder to ensure that the empanelled Agency submits the Audit Gap reports and compliance reports against the gaps identified during the Audits conducted and the same is to be shared with the bank on quarterly basis. Any Delay by the Bidder in conducting the audit within 1 month of beginning of every quarter, bank shall levy the penalty of Rs. 10,000 per day till the bidder conduct the Audits. Also, it is the responsibility of the bidder to close all identified gaps and ensure closure of all identified gaps by the end of each quarter.</p>
14	159	Annexure-23	<p>Important feature required in the proposed solution:-</p> <p>8. The solution should mandate the RBI guidelines for Cash-Out situation</p>	<p>Important feature required in the proposed solution:-</p> <p>Existing Clause deleted</p>

Pre Bid Response

S.No	Vendor	Page no	Clause no	Clause	Bidders Query	Bank Response
1	CMS	12	EC 5 ANNEXURE - 2	The bidder should have a Minimum Annual Turnover of Rs.30 Crores(as per manual for procurement of goods June 2022 page no 205 Criteria 3 Financial standings) from ATM supply & maintenance business from Indian operations during the last three (3) Financial Years as per the Audited Financial Statements years (i.e., 2021-22, 2022-23, 2023-24) as on date of bid submission. This must be individual Company Turnover and not of any Group of Companies.	As bank should look for prospective bidders those are financially stable. Hence we request bank to change the clause to ---- " Bidder should have minimum annual turnover of 100 Crore from ATM supply & maintenance business from Indian operations during the last three (3) Financial Years as per the Audited Financial Statements years (i.e., 2021-22, 2022-23, 2023-24) as on date of bid submission. This must be individual Company Turnover and not of any Group of Companies.	As per RFP
2	CMS	12	EC 6 ANNEXURE - 2	The bidder should have Positive Net-worth in last three Financial Years (i.e., 2021-22, 2022-23, 2023-24).This must be the individual Company's Networth and not that of any Group of Companies.	We request bank to ammend the clause because as per RBI guidelines bidder has to maintain the networth of 100 Crores at all times	As per RFP
3	CMS	-	New Request	Extension for RFP Submission	We request Bank to extend bid submission date to 3 weeks from Bank's issuance of Pre-Bid Clarifications / Corrigendum.	As per RFP
4	CMS	54	4.5 Penalty -- 1. Penalty for delay in Delivery	i. If the bidder fails to deliver any or all goods or perform services within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct penalty at the rate of 1% of the order / invoice value of undelivered equipment / system for per week of delay, as late delivery charges until actual delivery of the equipment subject to a maximum of 20% of the order value. The Penalty will be charged on order value for the items for which delivery is delayed.	We request bank to keep the maximum caping to 5% of the order value instead of 20% which us very huge	As per RFP
5	CMS	49	3.3 - General 111	Bidder is required to provide Facility Maintenance Services (FMS) support for monitoring andfield support required for OTC solution. The infrastructure like PCs/laptop/mobile has to beprovided by bidder during the contract period with no additional cost to the Bank.	We request bank to clairfy further - whether mobile is required for receiving the OTC & whether laptop is required for generating the OTC through Web	Yes
6	CMS	45	3.3 - General 64	The Bidder will carry out the de-grouting and de-installation activity of ATM in case of buyback of ATM, before installation of new ATM without any extra cost to Bank.	We request to keep de-grouting charges on mutually agreed basis	As per RFP
7	CMS	45	3.3 - General 65	The Bidder will carry out the grouting and installation activity of ATM at all locations at their own cost for new delivery and installation.	We request bank to keep the grouting charges on mutually agreed basis	As per RFP

8	CMS	44	3.3 - General 62	<p>Bidder should provide Terminal Security solution (TSS) for minimum 2500 ATMs with all necessary software (including but not limited to Database, application &amp; system software/licenses, managed services etc.) during the entire contract period. The solution should be on banks DC &amp; DR locations. The selected bidder to ensure end to end security features to be implemented and also update/upgrade its system as per Bank and regulator's guidelines. The Page 44 of 174 selected bidder will allow Bank or its representative to conduct audit of their system as per Bank's requirement. Bidder should ensure full implementation of the Bank's and regulator's control measure security for the contract period in all the machines without any additional cost to the Bank. Data entry and maintenance in TSS server is to be the responsibility of the vendor without any cost to the Bank. If kernel Bidder have already supplied machines to bank then existing ATMs to be migrated to newly TSS server without ant cost to the Bank. Also bidder should not supply or use any freeware or open source software (without proper support services). Bidder has to submit MAF (Manufacturer Authorization Form) from</p>	<p>We request bank to clarify  -Whether TSS is to be provided by OEM along with its hardware DC , DR &amp; software + Service Support  -If kernel Bidder have already supplied machines to bank then existing ATMs to be migrated to newly TSS server without ant cost to the Bank. Need to keep migration to new TSS server on mutually agreed basis</p>	Bank Will provide the hardware
9	CMS	44	3.3 - General 61	<p>Bank reserves the right to relocate any ATM during the contractual period once at no additional cost to the Bank .The relocation shall be within same city or geographical region, and the bidder shall bear all expenses related to the degrouting, transportation, reinstallation and grouting. Relocation process must be completed within the 05 days to ensure minimal disruption to ATM</p>	<p>We request bank to keep the relocation of any TAM during the contractual period on chargeable basis on mutally agreed terms</p>	Refer Addendum II (Clause deleted)
10	CMS	44	3.3 - General 59	<p>It is the responsibility of the Successful Bidder to change/upgrade/customize the software and hardware supplied to Bank for ensuring the compliance to statutory/regulatory, RBI, IBA, NPCI requirements at no additional cost to the</p>	<p>RBI guidelines keep changing every now and then - Bidder or successful bidder don't know what changes are expected in next 5 years &amp; hence We request bank to keep this on mutually agreed basis</p>	Refer Addendum II
11	CMS/NCR/Diebold	42	3.3 - General 46	<p>Consumables: Bank shall consider the following as consumables viz., Cartridges, Ribbons, Paper Rolls, etc. All other items should be covered under Warranty &amp; AMC &amp; shall delivered</p>	<p>a.We request bank to keep the currency cassettes also in same category as these are also considered as consumables with self lie one year warranty  b.Currency Cassette, Hood Lock, Safer Cover Lock &amp; Combination Lock is also consumables.  C.Consumable parts like Hood lock, currency cassette, Reject bin, Safe lock, Printer head, Safe lock battery etc are chargeable to the customer. We would request Bank to amend</p>	<p>a.Refer Addendum II  b.Refer Addendum II  c.Refer Addendum II</p>

12	CMS/NCR/Hitachi/Diebold	42	3.3 - General 40	Any future requirements like cassette spacers which may be necessitated on account of recalibration and other similar activities that may be required to be performed on ATM on account of regulatory guidelines in future during the course of contract period shall be provided free of cost by the Bidder to the Bank.	<p>a.We request bank to keep the cassette spacers on chargeable basis on mutually agreed terms + engineer visit charges.</p> <p>b Any changes in HW to be on mutual Agreed rates</p> <p>c.Request Bank to keep the costs related to any future guidelines/ advisory based on mutual discussions between the Bank and selected bidder.</p> <p>d.This is a chargeable activity and Bank shall pay for the cost of spaces/ engineer visit. Request Bank to amend this clause</p>	<p>a. Refer Addendum II</p> <p>b.Refer Addendum II</p> <p>c.Refer Addendum II</p> <p>Refer Addendum II</p>
13	CMS/Diebold	42	3.3 - General 39	The successful Bidder shall provide at least four free visit in each calendar year during the entire contract period including AMC period for any activity that may be required to be performed which are not covered under the scope of Warranty, AMC and Preventive Maintenance and no visit charges shall be payable for the same. This four free visit to be undertaken shall be coordinated and monitored at HO ATM Cell level.	<p>a.We request bank to amend the number of visits to 2 instead of 4 &amp; free 2 visits per ATM should be limited to only IP change request or any EJ disconnection call</p> <p>b.Apart from the break down calls, bidder will visit the ATM 4 times in a calendar year for preventive maintenance activity. Any other activity other than break down call or preventive maintenance is chargeable to the Bank and engineer visit charges shall be paid by the Bank. Request Bank to amend this clause</p>	<p>Refer Addendum II</p> <p>Refer Addendum II</p>
14	CMS/NCR	41	3.3 - General 30	Bank may ask for masking or unmasking data in EJ file as per requirement, Successful bidder will ensure such customization as per need of Bank & without any cost to Bank	<p>a.Masking / Unmasking required application level changes and CR needs to be generated - We request bank to keep this on chargeable basis on mutually agreed terms + engineer visit charges for field rollout.</p> <p>b.it should be done by Bank Switch</p>	<p>a.As per RFP</p> <p>b.as per RFP</p>
15	CMS/NCR	42	3.3 - General 37	If any upgrade is required in OS the bidder has to provide the same to the Bank without any cost for testing, UAT, Pilot or field rollout. If any license cost is there, Bank will bear the license cost only.	<p>a.We request bank to consider the UAT charges as well + engineer visit charges</p> <p>b.Cost involve in UAT, testing and Built creation, it should be on mutual agreed rates</p>	<p>As per RFP</p> <p>As per RFP</p>
16	CMS	126	4.1 0	ATM should be installed with terminal security features like Terminal Security Solution, Intrusion detection, whitelisting, firewall, hardware access control, OS Hardening (with local firewall) guidelines issued by the OS supplier. In case Bank decides to implement a centralized anti-virus solution in future, ATM should be integrated with the same without additional cost to Bank.	<p>TSS - Solution Setup to be supplied by bank or OEM?</p> <p>If OEM- Solution will be hosted in Bank or will be provided on SAAS model.</p>	<p>TSS solution will be provided by bidder and will be hosted at bank.</p>
17	CMS	126	4.15	In-built cut off circuit/ isolator/ spike/ surge protector to protect ATM SMPS and other critical parts viz. mother board, hard disk etc. from sudden spikes in current/ voltage from UPS/ Raw power supply /high Earthing. There should protect spares from high Earthing and RAW power supply.	<p>For inbuilt cutoff circuit confirmation required from OEM as in current model this is not available.</p>	<p>As Per RFP</p>
18	CMS	133	11.3	Software should be provided for remote viewing of the images stored in the video surveillance system hard disk or external media. Facility to take necessary back up of the stored images and retrieval of the same at any point of time	<p>Remote viewing not available .</p> <p>Remote pulling in Scope of EJ services.</p>	<p>Refer Addendum II</p>

19	CMS	134	11.12	The suitable alternate Solution should be capable of notifying the Switch in case the DVSS camera is covered/ blocked by any means so that the Cash Dispenser does not dispense cash	Fatal message can be sent in case of camera disconnected or H/W issue. Covered and blocked is not captured.  Requesting bank to remove this clause as there is no proven solution available globally to detect the Camera masking/Blocking	Refer Addendum II  Refer Addendum II
20	CMS	32	29	If EJ Agent Software disconnected It is responsibility of the bidder to connect the EJ Agent software with ATM MS EJ Agent Server within 24 Hours of lodging SLM Call. If EJ Agent not connected within 24Hours, a penalty of INR 500.00 per day per ATM will be levied. Bidder to provide EJ of disputed transaction(s) from ATM machine where EJ is disconnected. If EJ is not provided within TAT, disputed transaction(s) amount and penalty amount will be recovered from the bidder.	The penalty of SW disconnect is too high and there is no mention of reasons not attributable to vendor.	As per RFP
21	CMS	152	Annexure – 20 Table 5	43.Servo stabilizer to cater a load of ATM with UPS	There is no Servo stabiliser Rating mentioned in the tender or there is any technical spec for Servo Stabiliser in the Tender	As per RFP
22	CMS		Input (Voltage)	- 160 V to 270 V (350 V surge for 1 minute).	Need more clarity for 350 V surge for 1 minute	Transient overvoltage condition where the input voltage rises to 350 volts for a sustained duration of 1 Minute.
23	CMS	166	Waveform (Output)	less than 4% (non-linear load)	<3% for Liner Load; <6% for Non-Linear Load;	As per RFP
24	CMS	166	Isolation	To be isolated from input using Double coil transformer.	Our UPS Latest IGBT Based technology so no need of Input side Isolation Transformer	As per RFP
25	CMS	166	Minimum metering/Indictors	1. Backup available (Time for which backup available say next 10 Min. 2. Battery low audio alarm. 3. Output OK indicator. 4. Input/output voltage meters. 5. Load Utilization Indicator 6. UPS on Mains/Battery 7. frequency	Load level, Battery level, AC mode, Battery mode, Bypass mode, and Fault indicators	As per RFP
26	CMS	166	Inverter efficiency	Greater than 90%	87%	As per RFP
27	CMS	166	Back up desired	Battery system should have full load for specific Period of 4hrs of the 100% rated capacity (as the case may be)	Yes, Please confirm actual load	Actual load will depend on respective ATM machines as provided by respective bidders.
28	CMS	166	Nominal DC Bus of UPS	Vendor to specify.	Yes, Please confirm actual load	Actual load will depend on respective ATM machines as provided by respective bidders.
29	CMS	166	Battery type	SMF-12 V – Vendor has to select, design, supply & install suitable rating AH batteries with minimum space requirement for Delivery of desired backup of 4 hrs with minimum VAH of 7200.	Yes, Please confirm actual load	Actual load will depend on respective ATM machines as provided by respective bidders.
30	CMS	166	Overload capacity (4 hrs)	110% for 60 min. 125% for 10 min. 150% for 1 min	105% - 110% for 10 min 110% -130% for 1 min; >130% for 3Sec	As per RFP

31	CMS	126	2.2	Dual combination electronic lock of 6+6 digits with one time combination (OTC) and code generation, 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. Dual electronic digital OTC lock with code generation and audit trail capability provided by Bidder must comply with RBI/2018-19/214 DCM No 2968/10.25.007/2018-19 dt 14-06-2019 and any future amendment on the same. 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 change the warranty for lock from 1 year to 3 year as ATM warranty required by bank is 1 Year.	As Per RFP
32	CMS	128	4.19	EPP shield/protector be provided for safeguarding EPP from damage by miscreants.	Requesting bank to provide more details or the solution expected by bank.	As per RFP
33	CMS	130	5.12	Cassettes/ Purge Bins/ Reject Bins should have defined self-life of Three (03) years. Currency cassette will not be considered as consumable spare.	Currency cassette is handled by CRA every day during Cash replenishment and tend to get damage due to handling and will not be covered under AMC. Also the Cassette warranty to be in line with the ATM warranty. Requesting bank to amend the clause as warranty to 1 year and exempt the physical damages under Warranty and AMC.	Refer addendum
34	CMS	132	6.11	ATM should have capability for transactions of all types of cards like MasterCard, Maestro, Visa,AMEX, RuPay and all other types of cards currently being used. ATM should have capability for upgradation at a future date for enabling transactions through CONTACTLESS CARDS or NFC cards which only needed to be waved close to the card reader and enter PIN to operate, so that it act as deterrent against any kind of skimming where data from the card is copied and misused. ATM should also have capability to integrate QR code scanner ready for future requirements of scanning QR code from mobile phones by simply attaching a reader. Bidder should offer ATM model which has capability to be upgraded, hardware and software wise, as the case maybe, if desired by the Bank in future for transactions through Contact less cards / NFC or for integration of QR code scanner for transactions through QR codes from mobile phones/other devices at no additional cost to the Bank	Requesting bank to clarify whether the NFC and QR code reader to be present from Day one or bank will upgrade the hardware on a future date at mutually agreed cost.	NFC and QR Code reader will be required by bank as when mandate received by Regulatory authority
35	CMS	133	7.7	nic	Requesting bank to provide more details or the solution expected by bank.	As per RFP
37	CMS	136	13.5	Dispenser Encryption: Host-based Encryption should be available between dispenser H/W and PC CORE and should be configured from the network layer all the way up to the application layer against known and unknown malicious attacks.	Requesting bank to amend the clause to supply " ATM local based Dispenser encryption" also as different OEM follow their unique technology for dispenser encryption	As per RFP

38	CMS	137	14.8	Bidder should be original manufacturers of ATM	Requesting bank to amend the clause and allow supplying the machine either by OEM or their Authorized Representative	Refer clause Eligibility criteria Point No 3
39	CMS	139	18.5	ATM to be provided with internal battery backup which will be required for preserving the last state of the machine in the event of loss of power supply. This is required to achieve safeguarding the corruption of ATM Software.	Requesting bank to remove Internal battery as ATMs are connected to UPS.	Refer Addendum II(Claude deleted)
40	CMS	23	2.19. 2 & 2.19.3	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	The Bank shall also adhere to confidentiality obligations and not disclose any confidential Information received by the Bank of the bidder.	As per RFP
41	CMS	25	2.24.3	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.	If the cost increases due to regulatory reasons, then the price shall be changed. The Bank shall be liable to pay for extra cost in the event the the variation is due to regulatory requirement.	As per RFP
42	CMS/Hitachi /Diebold	31	2.31	Contract period: The contract will start from the Acceptance of the Purchase Order by the Vendor and will be valid for the period of five years from the Acceptance of the Purchase Order by the Vendor. Contract may be extended on same terms and conditions and rate in single or multiple tranches up to 1 years i.e. another 1 Year at the sole discretion of the Bank, subject to yearly performance review for satisfactory performance of the Bidder. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this tendering process shall be borne by the 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.	a.The contract shall be renewed subject to mutual consent of the parties. In the event, the Bank feels that services are not satisfactory, then the Bank shall provide a reasonable time to bidder to re-perform the services to the satisfaction of the Bank. We further suggest that there should not be convenience termination on part of the Bank by giving 30 days notice, as termination for convenience will cause cost / damages to the Bidder. Hence we suggest to delet these lines and the termination shall be only after giving advance notice of 60 days to rectify the error. b.Requesting bank to specify the contract period whether it is 5 years or 7 years. c.As the commercial proposal is being submitted only for 7 years (one year warranty & 6 years AMC), any extension of the term would have to on mutually agreed terms and conditions, including pricing.	AS per RFP  Rate Contract is for Five Years  As Per RFP



43	CMS	32	2.32.vii	<p>The Earnest Money Deposit may be forfeited under the following circumstances :</p> <p>a) If the Bidder withdraws its bid during the period of bid validity (180 days from the date of opening of the technical bid).</p> <p>b) If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and / or conceals or suppresses material information ; and / or</p> <p>c) In case of Technically qualified bidder, if the bidders fails:</p> <p>i. To participate in Reverse Auction</p> <p>ii. To accept bid after submitting the bid in online reverse auction</p> <p>d) In case of the successful Bidder, if the Bidder fails:</p> <p>i. To Accept the bid submitted during Reverse Auction</p> <p>ii. To sign the contract in the form and manner to the satisfaction of the Bank.</p> <p>iii. Failure or refusal to offer the services/goods at the price committed through Reverse Auction.</p> <p>Page 31 of 174</p>	<p>We suggest that the right to forfeit can be exercised by the Bank only after 15 days prior intimation and cure period to the Bidder. Further we also suggest that the point no. 1 to be deleted.</p>	As per RFP
44	CMS	33	2.33.v Performance Bank Guarantee (PBG)	<p>Further, in case the selected Bidder fails to submit performance bank guarantee within the time stipulated, penalty of Rs.2,000/- per day, subject to maximum 5% Total contract value will be levied. Bank shall invoke the Performance Guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the obligation as per the agreed terms &amp; conditions. Bank also reserves the right to cancel the order in case of non-submission of PBG by the bidder.</p>	<p>This clause should be waived off. Any failure to submit the PBG shall lead to termination of the Bid. However, the Bank shall provide a reasonable time to the bidder to rectify such non-submission.</p>	As per RFP

45	CMS	33	2.33.viii Performance Bank Guarantee (PBG)	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.	The Bank shall not set-off any outstanding dues against the PBG. The Bank shall have the right to terminate the bid contract or provide the bidder with reasonable time to cure the breach/error etc.	As per RFP
46	CMS	34	2.35 Non-Disclosure Agreement (NDA)	Non-Disclosure Agreement (NDA)  The bidder shall furnish an undertaking and have to sign Non- Disclosure Agreement as per Annexure-19. That the bidder will strictly maintain the secrecy of Bank's data. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. 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.	a.This clause should be made mutual in nature b.We suggest to delete the indemnity obligation from NDA as the same cannot be agreed by us.	As per RFP  As per RFP
48	CMS/AGS	36	2.37 Contract Amendment		a.This clause is one sided i.e. the Bank has a sole right to amend the terms of the bid contract. We suggest to make this clause mutual. b.Amendment should not result in cost to company and it should not change the Terms & Conditions of the SLA. Bank should not add any additional liability which is beyond the scope of the company	As per RFP  Amendment should not result in cost to company and it should not change the Terms & Conditions of the SLA. Bank should not add any additional liability which is beyond the scope of the company
49	CMS	54	Chapter 4:	Punjab and Sind Bank(PSB) reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary before signing the final agreement	The Bank shall modify, delete add, etc subject to mutual consent of the vendor.	As per RFP
50	CMS	54	Chapter 4:	However, if for any reason the work is not completed as per the requirements of the RFP within the stipulated time the bank will impose Liquidated damages and penalty.	The Bank before imposing any penalty and LD shall provide a details of the claim along with a detailed notice of such claim together with relevant supporting documents. Further, Bidder should be entitled for a cure period before such penalties/LD are levied. Further, before imposing any penalty the Bank shall provide an advance notice of 15 days to rectify the defect / default, and the penalty/LD shall be imposed only on failure to rectify the default.	The Bank before imposing any penalty and LD shall provide a details of the claim along with a detailed notice of such claim

51	CMS	54	4.1	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.	This clause should be waived off. The Bank shall not invoke the EMD due to non-signing of the contract.	As per RFP
52	CMS	54	4.2	The contract will start from the date of acceptance of purchase order by the Bidder and will be valid for Five (05) years, subject to yearly performance review for satisfactory performance of the Bidder. If required, the tenure of contract can be extendable on same terms and conditions. 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 subject to mutual consent of the parties. We suggest to delete the following: 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 suggest the Bank to provide a cure period to the bidder prior to terminating this contract.	As per RFP
53	CMS	55	4.5	Penalty	We suggest that before imposing any penalty the Bank needs to give the Bidder sufficient time to the Bidder to prove any default on part of the Bidder, further, only one penalty can be imposed only if it is proved that there was default on par of the Bidder.	As per RFP
54	CMS	58	4.8 & 4.30	If at any time during the term of the Agreement, if Bank is informed or information comes to its attention that the selected bidder is or may be in violation of any terms and conditions mutually agreed between the Bank and the bidder, which proves to be unsatisfactory to the Bank, then the Bank shall be entitled to terminate the Agreement by giving not less than one-month notice in	The Bank shall provide the bidder with a reasonable time to rectify the non-compliance and upon failure of the bidder to comply would attract closure of machine by Bank. However, the Bank shall provide the bidder with a prior notice.	As per RFP
55	CMS	60	4.10.	Liquidated Damages:	The Bank before imposing any LD shall provide a details of the claim along with a detailed notice of such claim together with relevant supporting documents. Further, Bidder should be entitled for a cure period before such LD is levied. Further, before imposing any LD the Bank shall provide an advance notice of 15 days to rectify the defect / default, and the LD shall be imposed only on failure to rectify the default.	Reer Clause 4.10
56	CMS	61	4.11	Termination of contract	The bidder prior to terminating the contract with bidder pursuant to reasons stated in clause 4.11, shall provide the Bidder an opportunity of being heard. If the Bank intends to terminathe the Agreement for any breach then the Bank needs to provide an advance notice of 30 days to rectify the Breach and failure to rectify the breach then the Agreement can be terminated. We cannot agree for Convenience termination there will be huge cost incurred by the bidder and the same must be subject to Bank reimbursing the cost suffered by the Bidder.	As per RFP

57	CMS	62	4.12	<p>a.Sub-contracting</p> <p>b.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 Bank before contracting any work to subcontractors.</p>	<p>The bidder shall have a right to sub-contract the work to its group companies/affiliates. The Bidder shall take complete responsibility of such sub-contracting.</p> <p>B.Such permission shall not be unreasonably withheld by the Bank</p>	<p>As per RFP</p> <p>As per RFP</p>
58	CMS	64	4.19	Confidentiality	<p>This clause shall be made mutual in nature. Further we suggest that the Confidentiality obligation needs to survive only during the term of this Agreement.</p>	As per RFP
59	CMS	64	4.2 & 4.30	Inspection and Audit	<p>The Bank shall intimate on a prior basis to the bidder pertaining such audit. Additionally, the Bidder shall ensure that its representatives and auditors shall adhere to confidentiality obligations as between the Bank and bidder. The Bidder cannot accept surprise audits since the arrangement between Bidder and Bank is not exclusive. The bidder needs to adhere to confidentiality with other parties as well. Hence the Bank should provide a reasonable notice of audit. Additionally, the audit shall be restricted to the services provided by the bidder to the Bank pursuant to this RFP.</p>	Bank will inform the bidder well in advance regarding the audit to be conducted.
60	CMS	66 & 82	4.23 & 4.55	Indemnity	<p>The losses shall solely include direct losses. No indirect damages or losses shall be covered. Additionally, the damage caused to the Bank shall be limited to the contract value under this RFP.</p> <p>We suggest to add below wording to this clause :- The indemnity provision mentioned in this agreement 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 Bidder 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>	As per RFP

61	CMS	78	4.46	DELAYS IN THE BIDDER'S PERFORMANCE The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable Bank to resort to any or both of the following: i. Claiming Liquidated Damages ii. Termination of the purchase agreement fully or partly and claim liquidated damages. iii. Forfeiting of Earnest Money Deposit / Invoking EMD Bank Guarantee/ Performance Bank Guarantee Bank will give the bidder 15 days' time for curing the lapses / deficiencies, if any. If bi	We suggest to keep the below clause and delete the rest: DELAYS IN THE BIDDER'S PERFORMANCE The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable Bank to resort to any or both of the following: i. Termination of the purchase agreement fully or partly and claim liquidated damages Bank will give the bidder 15 days' time for curing the lapses / deficiencies, if any.	As per RFP
62	CMS	110	Annexure 11- Pre-Contract Integrity Pact	Compensation for Damages If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section-3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.	This clause should be waived off. Any disqualification can directly terminate the contract without levying damages of any kind. However, the Bidder shall have an opportunity of being heard.	As per RFP
63	CMS	110	Annexure 11- Pre-Contract Integrity Pact	Independent External Monitor	The Bank shall ensure that such IEM shall adhere to confidentiality obligations as agreed between the Bank and the bidder.	As Per RFP
64	CMS	131	Annexure 19- NDA- Section 3b	Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.	The bidder shall keep one copy of such confidential information for legal and regulatory purposes.	As per RFP
65	CMS	38	3.1.7	Clause 3- Scope of Work	Bank need to pay Break open and Lock replacement for all mishandling cases.	OTC locks should be provided by the bidder, bidder should arrange for change of password & replacement of electronic or mechanical lock or break opening of lock of ATM without any additional cost to bank on account of any reason thereof except electronic or mechanical lock damaged in vandalism/theft attempt. Bank will bear break open charges only in case of password lost by bank custodian.
66	CMS	46	3.1.76	Clause 3- Scope of Work	CMS Suggested to keep the OTC servers in CMS network instead of Bank Data centre	As per RFP
67	CMS	47	3.1.89	Clause 3- Scope of Work	Duress openings & Lock Battery status is available only in Kaba & Securam Locks.	As per RFP
68	CMS	47	3.1.90	Clause 3- Scope of Work	None of the locks having DISASTER OPENING CODE.	Refer Addendum II

69	CMS		48	3.1.108	Clause 3- Scope of Work	All Keys will programme on OTC Centre, and it will get deliver through courier which may lead some time depending upon locations.	As per RFP
70	CMS		49	3.1.111	Clause 3- Scope of Work	Bank need to provide all require access to use CMS Domain assets in Bank network.	Bank will provide required access to use CMS Domain assets in Bank network
71	CMS		50	3.5.1	3.5 Methods of Issuing Codes	FM can't verify the user through Phone Call, all OTCs will dispatch through SMS to the registered number	As Per RFP
72	CMS/Perto		47	93	The bidder to provide 02 Onsite Technical Support Resources (OTS) on 24x7x365 basis till expire of contact period. Bidder needs to ensure onsite support for Terminal security and OTC activity till the completion of contract period. Before completion of the contract period, bidder has to impart necessary training and knowledge transfer to in-coming vendor/ bidder and /or Bank officials.	Bank needs to revalidate the resources requirement & we suggest that 2 resources are not sufficient for running entire OTC operations  Please clarify:  Question 1: These 02 technical support will be at bidder premises or at Bank premises?  Question 2: When bank mention 02 technical support, is bank expected to have at two different location for 24 x 7?	As Per RFP  1.02 technical support will be at Bank premises. 2.Bank expected 02 Technical support at same location from 10:00 AM to 06:00 PM .
1	NCR		37	Chapter 3: Scope of Work	8. Vendor will ensure an uptime of 98.5	Bidder requests the Bank to revise the uptime to 98% for ATM [Calculated on Quarterly basis]	As per RFP
2	NCR		44	3.3 General	56.ATM should have protection from Pests, Rats, rodents etc. starting from the date of delivery till the life of ATM. During the preventive maintenance reporting, vendor will submit the certificate along with the images that Rats mesh is present in the ATM. In case of non-submission of proof, Vendor will replace the ATM damaged part during the life of ATM in case of any loss due to Pests, Rats, rodents etc. Bank will not accept any claim for replacement of any part damaged by Pests, Rats, rodents etc.	Bidder requests the bank to keep "parts damaged due to rodent menace" on chargeable basis. Bidder will provide the CD design as such that Rodent can not enter but maintaining site hygiene is under bank's scope.  Nearby eateries, customers leaving food residuals at site attracts rodents at site and at the time of cash loading rodents may enter the CD machine, when door is opened.	As per RFP
3	NCR		54	4.5 Penalty	2.Penalty for delay in Installation:  Penalty will be charged @1% of order value per day delay in installation, subject to maximum 20% of order value of uninstalled items (out of total order value), which will be over & above the late delivery charges. If installation is delay due to Bank dependency and acceptable to the Bank, then no penalty will be levied.	a.Bidder request the bank to revise the Maximum penalty Cap for in stallation to 5% of order value of uninstalled items(out of total order)  b.Bidder requests the bank to consider just the downtime penalty as keeping both resolution time penalty and uptime penalty, results is double penalty.	As per RFP  As per RFP
4	NCR		161	Annexure-22 Penalty Clause	8.Penalty on delay in Audit: 1.Bidder to ensure that the empanelled Agency submits the Audit Gap reports and compliance reports against the gaps identified during the Audits conducted and the same is to be shared with the bank on quarterly basis. Any Delay by the Bidder in conducting the audit within 1 month of beginning of every quarter, bank shall levy the penalty of Rs. 50,000 per day till the bidder conduct the Audits. Also, it is the responsibility of the bidder to close all identified gaps and ensure closure of all identified gaps by the end of each quarter.	Penalty amount is very high, hence bidder requests the bank to revise the clause as below:  Any Delay by the Bidder in conducting the audit within 1 month of beginning of every quarter, bank shall levy the penalty of Rs. 10,000 per day till the bidder conduct the Audits.	Refer Addendum II

5	NCR	160	5.3Penalty for Downtime	<p>During the warranty period, for every fall of 1% up-time, charges will be deducted @ 1% of the cost of item (ATM /UPS) subject to maximum 10% of the price of each item.</p> <p>During the AMC period, for every fall of 1% up-time, charges will be deducted @ 1% of the cost of AMC amount of item (ATM /UPS) subject to maximum 50% of the AMC amount of the item (ATM /UPS) for the quarter.</p>	<p>Penalty amount is very high, hence bidder requests the bank to revise the clause as below:</p> <p>During the warranty period, for every fall of 1% up-time, charges will be deducted @ 0.1% of the cost of item (ATM /UPS) subject to maximum 5% of the price of each item.</p> <p>During the AMC period, for every fall of 1% up-time, charges will be deducted @ 1% of the cost of AMC amount of item (ATM /UPS) subject to maximum 10% of the AMC amount of the item (ATM /UPS) for the quarter.</p>	As per RFP
6	NCR	75	4.43WARRANTY:	<p>a. The vendor shall replace / repair defective / damaged parts of ATM and UPS by ATM parts (OEM Make only) free of cost during the one (1) year warranty period and six (6) years AMC period, including all consumables, except JP roll, receipt roll and printer ribbon due to any breakdown, Voltage fluctuation, due to UPS , Earthing related etc or natural wear &amp; tear other than main line voltage fluctuation, electrical fluctuation, short circuit, Vandalism, Fire and Natural Calamities, Exclusions or Force majeure without any extra cost to Bank.</p> <p>b.The vendor shall replace / repair defective / damaged parts of ATM and UPS by ATM parts (OEM Make only) free of cost during the one (1) year warranty period and six (6) years AMC period, including all consumables, except JP roll, receipt roll and printer ribbon due to any breakdown, Voltage fluctuation, due to UPS , Earthing related etc or natural wear &amp; tear other than main line voltage fluctuation, electrical fluctuation, short circuit, Vandalism, Fire and Natural Calamities, Exclusions or Force majeure without any extra cost to Bank. Vault lock and currency cassettes will not be considered as consumables and bidder will replace these free of cost during the</p>	<p>The bidder assume damage cases due to external factors where bidder has no control, those calls will be chargeable to Bank. Also the bidder should not be penalized for these faults/downtime.</p> <p>Parts which are gone bad due to poor site infra i.e. Power, Earthing, Short circuit, rodent attack, vandalism, High temperature etc. are chargeable to the customer.</p> <p>Consumable parts like Hood lock, currency cassette, Reject bin, Safe lock, Printer head, Safe lock battery etc are chargeable to the customer.</p> <p>Break opening activity is done by third party vendor and Bank shall pay for the same.</p> <p>We would request Bank to amend this clause.</p>	<p>Refer Addendum II</p> <p>Refer addendum II</p>
7	NCR/Voortex	1	Cover Page/Annexuræ A	<p>Request for Proposal (RFP) through GeM For End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS, Chemical Earthing, OTC Software,AMC &amp; Spare cassettes) Under Rate Contract for Five Years.</p>	<p>1.Bidder understands that Bank is looking for 7 yrs. [1Yrs warranty+6Yrs AMC] contract. However, in cover page subjectline contract period is mentioned as 5 Yrs. Please clarify.</p> <p>2.Two-year rate contract for ATMs (Including Chemical Earthing, OTC Software &amp; Spare cassettes) one-year contract for UPS</p> <p>Justification: US dollar exchange rate, raw material &amp; UPS, Battery prices are increasing frequently.</p>	Rate contract is for five years.
9	NCR	46	3.3 General	<p>76. Implementation of Set up for Automated OTC Generation through OTC Management /Environment Software and Smart mobile APP at Bank's Central Command Centers (Both at DC and DRS).</p>	<p>Bidder requests the bank if the OTC solution can be hosted at bidder's premises, as that would be cost effective for the bank.</p>	<p>76. Implementation of Set up for Automated OTC Generation through OTC Management /Environment Software and Smart mobile APP at Bank's Central Command Centers (Both at DC and DRS).</p>

10	NCR	44	3.3 General	Terminal Security Solution: 62. Bidder should provide Terminal Security solution (TSS) for minimum 2500 ATMs with all necessary software (including but not limited to Database, application & system software licenses, managed services etc.) during the entire contract period. The solution should be on banks DC & DR locations. The selected bidder to ensure end to end security features to be implemented and also update/upgrade its system as per Bank and regulator's guidelines.	Bidder requests the bank to implement bidder hosted TSS solution as that would be 1. cost effective as existing infrastructure and people would be leveraged and 2. monitored by skilled resources	As per RFP
11	NCR	166	Annexure-25	TECHNICAL SPECIFICATION FOR UPS	Bidder Requests the bank to confirm the UPS Capacity in Volt and capacity in Battery AH	Refer annexure 25
12	NCR	73	4.39.1	In case bank has ordered all three components i.e. ATM, UPS and Earthing.  •50% of total invoice value (On delivery of ATM, UPS and Commissioning of Earthing). •50% of total invoice Value (After establishing connectivity of ATM with the Switch and acceptance by the bank).	Bidder request the bank to revise the clause as per below:  In case bank has ordered all three components i.e. ATM, UPS and Earthing. •80% of total invoice value (On delivery of ATM, UPS and Commissioning of Earthing). •20% of total invoice Value (After establishing connectivity of ATM with the Switch and acceptance by the bank).	As per RFP
13	NCR	73	4.39.12	4.39.2In case bank has ordered for individual item i.e. ATM / UPS / Earthing.  For ATM:  •50% of total invoice cost of Machine (ATM) (On delivery of ATM). •50% of total invoice cost Machine (ATM) (After establishing connectivity of ATM with the switch and acceptance by the bank).  For UPS:  •90% of total cost of UPS on delivery and installation of UPS at the site. •10% of total cost of UPS on completion of one year warranty period  For Earthing:  •90% of total cost of Earthing on commissioning of earthing at the site. •10% of total cost of earthing on completion of one year period after successful commissioning and acceptance by Bank.	Bidder request the bank to revise the clause as per below:  For ATM:  •80% of total invoice cost of Machine (ATM) (On delivery of ATM). •20% of total invoice cost Machine (ATM) (After establishing connectivity of ATM with the switch and acceptance by the bank).  For UPS:  •90% of total cost of UPS on delivery and installation of UPS at the site. •10% of total cost of UPS on completion of 3 months from installation  For Earthing:  •90% of total cost of Earthing on commissioning of earthing at the site. •10% of total cost of earthing on completion of 3 months after successful commissioning and acceptance by Bank.	Refer Addendum II



14	NCR	39	10	Service provider should also ensure that ATM shall be complied with all the existing guidelines (RBI, IBA, Central /State govt. /Police authorities or any other law enforcement agency) at the time of delivery/installation of the ATMs. For any future update to meet the security guidelines issued by regulators or asked by Bank, if any hardware/software or both need to upgrade/replace, then Bank will bear hardware cost & license cost of the third party software only at mutual agreed rates (i.e. any additional software which is not asked by Bank through this RFP. Version upgrades of existing software shall not be considered as third party software). Bank will not bear any changes for UAT, Pilot and system integration testing.	a.It is not possible to estimate at this point in time, any efforts required for development/integration and testing of any feature/requirement that may be required as part of any guidelines that may be issued by competent authorities. Hence we request that Bank to allow Bidder to charge for the same at mutually agreed rates as and when any such requirement comes up in the future. b. Testing charges for any New Guideline must be on mutual agreed rates	a.As per RFP.  B.As per RFP
15	NCR	43	54	ATM must be EMV Chip Enabled at the time of installation. Further, the ATM should have capability ab-initio to support Biometric, QR Code/ Barcode Reader, Contactless Card Reader as required by the Bank in future. Successful bidder should supply necessary hardware & software and integrate with the bank switch for implementation of Biometric, QR Code/ Barcode Reader, NFC / Contactless Card Reader on free of cost basis.	There are no active deployments of QR Code/Barcode reader and Biometric readers on ATMs in the country today. Any such solutions in the near future are also not really foreseen. Hence we request the Bank to change this requirement to "When required by Bank, Successful bidder should supply necessary hardware & software and integrate with the bank switch for implementation of Biometric, QR Code/ Barcode Reader, NFC / Contactless Card Reader. The charges for such implementation can be worked out on mutually agreed rates as and when the requirement comes up."	As per RFP
16	NCR	46	74	The successful bidder will ensure implementation of NFC, UPI, QR CODE, MACing, Biometric authentication, TLS and updating their respective patches and version from time to time including Operating system. Bidder is responsible for development & deployment of patches related to upgrade & updates for NFC, UPI, QR CODE, MACing, Biometric authentication, TLS for pushing the patches centrally (without any cost to Bank).....	1) As requested in query regarding clause 54/Pg 43, Request Bank to drop Biometric authentication implementation from this requirement. 2) UPI transaction via QR code will have to be included in solution to be supplied but QR Code reader in ATM may be dropped for mandatory supply. Please clarify if this understanding is correct.	As per RFP
17	NCR	58	12	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.....	Currently there is no implementation of Biometric Authentication in ATM networks based on the UIDAI specifications that is live and in use by any Bank in India. There is no technically feasible solution for ATMs presently available at this point in time. Hence we request the Bank to drop this requirement completely. All Banks have dropped this requirement from their respective RFPs.	As per RFP

20	NCR	123	1.1	Lobby Model ATM with front replenishment with in-built fully functional for plug and play PURCHASER specific and UIDAI compliant Biometric solution (Biometric KIT certified by STQC/UIDAI), OTC with full functionality for Visual Impaired persons, EMV functionality and Aadhaar Functionality from initial stage with L0 or above certificates/approvals. However, if L1 or above certificates / approvals required for UIDAI compliant, same shall be provided free of cost during entire contract /AMC period.	1. We understand that Bank is asking for "ATMs with full functionality for Visually Impaired persons" and not OTC locks  2. L1 certification of Biometric readers can be done only after a suitable solution is made available. Since such a solution is not available currently, we request Bank to drop this requirement.	As per RFP
21	NCR	132	10.5	The ATM should have the capability to talk on-line to the host computer system having total branch banking software singly or through the network switch established for the purpose.	1. ATM connecting to branch banking software singly is outdated as such single Branch server is no longer in use. Hence we request that such connectivity requirement be dropped and keep ATM to ATM Switch connectivity architecture be the requirement in the RFP 2. At this point in time there is no visibility of "alternate Indian standards device handler". So committing to provide free upgrade to this standard is not possible. When such a Standard is available, we request Bank to allow bidder to charge for this upgrade in future when it is available, at a mutually agreed cost.	As per RFP
22	NCR	133	10.7	Response to the terminal from central solution should not be more than 500 Milli seconds from the time of request originated at the terminal. In case of delay in response or no response from central Solution default transaction flow should be used.	Communication between terminal and Central ATM Host, is dependent on the network, which will not be in control of the bidder. Also if there is a delay in response to terminal, the transaction will time out as per communications parameters set in the terminal. We request Bank to drop this clause from RFP or clarify the requirement in more details.	As Per RFP
23	NCR	133	10.11	The ATM software should be capable to support the Biometric card from initial stage and prompt for the finger scan and the scanned image to be sent to verification server for authentication and revert the message to the switch for further transaction. The biometric transactions should be supported by voice guidance system	We request Bank to clarify what authentication system the Bank wishes to use. If there is no such system in use on ATMs currently in the Bank that we request that this requirement be dropped from this RFP	As per RFP
24	NCR	134	11.9	To be capable of Bar code reader	Bar code readers on ATMs are not in use in India currently. Hence we request Bank to drop this requirement from RFP	As per RFP
25	NCR	134	11.1	The CD should be preloaded with CEN XFS 3.10 or Equivalent/higher compliant layer and should be capable of running multi bidder software	CEN standard of XFS for MVS compatibility is CEN ver3.20. Hence this clause may please be amended accordingly.	As per RFP
26	NCR	136	15.1	ATM supplied by the Bidder should have functionality to support Biometric functions and have the capacity to be integrated with the Bank's Biometric solution and UIDAI/STQC certified solution without any additional cost to the Bank	Currently there is no implementation of Biometric Authentication in ATM networks based on the UIDAI specifications that is live and in use by any Bank in India. There is no technically feasible solution for ATMs presently available at this point in time. Hence we request the Bank to drop this requirement completely. All Banks have dropped this requirement from their respective RFPs.	As per RFP

27	NCR	136	15.3	The ATM should have functionality required for illiterate persons.	Please confirm that for this requirement, Bank will accept implementation of the Voice Guidance for visually impaired as per IBA guidelines . If not, please clarify this requirement in detail	As per RFP
28	NCR	136	15.4	The Biometric ATM shall be integrated with the Purchaser's proposed biometric solution.	Please provide details of Bank's proposed biometric solution. If this is not feasible for deployment in ATM network, then request Bank to drop this requirement from the RFP	As per RFP
29	NCR	137	15.12 to 15.15	AADHAAR based transaction validation	Currently there is no implementation of Biometric Authentication in ATM networks based on the UIDAI specifications that is live and in use by any Bank in India. There is no technically feasible solution for ATMs presently available at this point in time. Hence we request the Bank to drop this requirement completely. All Banks have dropped this requirement from their respective RFPs.	As per RFP
30	NCR	137	16.2	ATM should include Braille-enabled function keys	VG solution as per IBA guidelines, does not make use of the FDks on the ATM screen. Hence this requirement of Braille enabled function keys may please be dropped from RFP	As per RFP
31	NCR	138	18.2	Cash Dispenser should have Integrated Power Management Solution. The Cash dispenser software must be capable of inter-facing with the Bank's UPS systems.....	This may please be applicable if the Bank procures UPS from the Bidder. If not, then Bank must purchase UPS that is currently certified for integration with the ATMs offered by the Bidder. Please confirm this understanding.	As per RFP
32	NCR	164	8	The solution should mandate the RBI guidelines for Cash-Out situation	This clause seems out of place in this Annexure. Hence this requirement may please be dropped	Refer Addendum II (Clause deleted)
34	NCR	53 of 174	4.2	Duration of contract  The contract will start from the date of acceptance of purchase order by the Bidder and will be valid for Five (05) years, subject to yearly performance review for satisfactory performance of the Bidder. If required, the tenure of contract can be extendable on same terms and conditions.  <b>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</b>	The Duration of Contract for 5 Years is too high as their will be a dollar Fluctuation, request Bank to keep the Contract period to a max of 2 years.	As per RFP

35	NCR	56 of 174		<p>56 4.8 Compliance with Laws</p> <p>Compliance of Order No. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance Department of Expenditure, Govt. Of India: "That the Successful bidder undertakes and agrees that there is no deviation from the guidelines issued by Ministry of Finance, more particularly, Order No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of finance, Govt. Of India. If the Bank comes to know of any infraction thereof, it shall in its sole discretion terminate the Agreement."</p> <p>This RFP and process incidental thereto shall remain subject to the guideline/order issued by Ministry of finance Department of Expenditure, Govt. Of India vide its Order No. 6/18/2019-PPD dated 23rd July 2020. The Model Clause for the tender as prescribed in terms of para 4 of aforesaid order, is hereby disclosed as under:</p> <p>1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in the Annexure I of aforesaid Order.</p> <p>2. Bidder for the purpose of aforesaid order</p>	<p>Bidder suggests deletion of the termination related provision provided in the last para of this section as that should be covered under Termination section. Further, it is proposed to include this standard language - "Each party is responsible for its own compliance with those laws that govern its conduct. The Bidder shall support the Bank in its compliance obligations but shall not however assume any obligation of the Bank. The Bidder will support the Bank on a commercially reasonable basis to comply with its obligations under all applicable union, state and local laws, ordinances, regulations, CVC, / RBI guidelines, / government directions, statutory requirements and codes as applicable to the Bank."</p>	As per RFP
36	NCR	58 of 174		<p>4.9 4.9 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:</p> <p>1) For terminal Security of CD, Cyber Security and IT Examination Cell (CSITE), RBI Advisory No.3/2017 dated 06.03.2018, Circular RBI/2017-18/206 DBS (CO). CSITE/BC.5/31.01.015/ 2017-18 dated 21st June 2018.</p> <p>2) For EMV Compliance of CDM, RBI NOTIFICATION No. DPSS.CO.PD No.1298/02.10.002/ 2017-18; 30th Oct, 2017.</p> <p>3) For Anti skimming devices to be installed</p>	<p>It is proposed to include this standard language - " Each party is responsible for its own compliance with those laws that govern its conduct. The Bidder shall support the Bank in its compliance obligations but shall not however assume any obligation of the Bank. The Bidder will support the Bank on a commercially reasonable basis to comply with its obligations under all applicable union, state and local laws, ordinances, regulations, CVC, / RBI guidelines, / government directions, statutory requirements and codes as applicable to the Bank."</p>	As per RFP

37	NCR	60 of 174		<p>4.11 Termination Of Contract</p> <p>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.</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> <ul style="list-style-type: none"> <li>• Excessive delay or fails to execute the work or any part thereof in accordance with the contract/.</li> <li>• Discrepancies / deviations in the agreed products.</li> <li>• Violation of terms &amp; conditions stipulated in this RFP/Purchase order or Breach of the Agreement.</li> <li>• Failure to deposit the Performance Bank Guarantee (PBG) asked for under the contract.</li> <li>• In the event of commencement of</li> </ul>	<p>1. Termination for default- There is no provision for a cure period in case of default. We need to incorporate cure period of 30 days depending upon the condition. Reuest Bank to amend accordingly</p> <p>2. Termination for Insolvency- Such termination cannot be without compensation to Bidder for the services already rendered.</p> <p>3. Termination for convenience - Not acceptable as per standrd terms. as bidder will be investing hugely in teh project request bank to remove this clause.</p>	Refer clause 4.10
38	NCR	61 of 174		<p>4.12 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 Bank 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. PSB shall deal with successful bidder only and any third-party contract made by it and terms &amp; conditions associated therewith will not be binding on PSB. 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</p>	<p>Bidder suggests the below modified language: "The bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the bidder under the contract without the prior written consent of the Bank. The Bank shall not unreasonably withhold such consent. The successful bidder shall be responsible for managing the activities of its personnel and any sub-contracted personnel."</p>	As per RFP

39	NCR	63 of 174	4.18	<p><b>4.18 Patent Rights</b></p> <p>The successful bidder shall indemnify and keep harmless the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.</p> <ul style="list-style-type: none"> <li>•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.</li> <li>•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.</li> <li>•The Bank will give notice to the bidder of any such claim without delay, provide reasonable assistance to the bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.</li> </ul>	<p>We propose our standard language for this clause:</p> <p>"Bidder will: (a) at its expense defend the Bank against any IP Claim; and (b) indemnify Bank by paying the damages, costs, and attorneys' fees with respect to the IP Claim that are either awarded against Bank in a final, non-appealable court judgment, or required to be paid by Bank in a settlement of the IP Claim that Bidder has agreed to in writing. As used in this Section, an "IP Claim" means a suit brought against the Bank by a third party to the extent the suit alleges that Bank's use of a Product infringes a patent, copyright, or other intellectual property right of the third party. For the purposes of this Section only, a "Product" includes any Diagnostic Tools that Bidder provided with that Product as described in the "Diagnostic Tools" Section.</p> <p>Bidder's obligations set forth in this Section are subject to the Bank: (a) providing Bidder prompt notice that the IP Claim has been threatened or brought, whichever is sooner (the "Claim Notice"); (b) providing Bidder sole control of the defense and any appeal or settlement (at Bidder's discretion) of the IP Claim (collectively, "Resolution"); (c) cooperating with Bidder (including providing</p>	As Per RFP
40	NCR	64 of 174	4.20	<p><b>4.20 Inspection And Audit</b></p> <ul style="list-style-type: none"> <li>•It is agreed by and between the parties that the Bidder 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 bidder shall submit such certification by such Auditors to the Bank. The bidder 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 Bidder. The Bidder 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.</li> <li>•Where any deficiency has been observed during audit of the Bidder on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon</li> </ul>	<p>Bidder proposes the following standrd clause for audit:</p> <p>"Bidder shall maintain usual and proper accounting records and books, including usual and proper entries relating to compliance with this Agreement, and permit the Bank to audit the same (not more than once per year) during normal business hours upon reasonable advance written notice. The records and books and results of any audit are [**deemed confidential**].</p>	As per RFP

41	NCR	64 of 174		<p>4.21 4.214.21 Intellectual Property Rights (IPR)</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>Please see our comments for clause 4.18 on Patent Rights. The provision we have suggested includes all IP.</p>	AS per RFP
42	NCR	65 of 174		<p>4.23 4.23 Indemnification</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 action ("Claim") brought against the Bank by a third party alleging that the use of the Licensed Material by the Bank infringes any Intellectual Property Rights of that third party. Subject to</p>	<p>Please see our comments for clause 4.18 on Patent Rights. The provision we have suggested includes recourse available to the Bank for such 3rd party claims. Hence suggest deletion of this section.</p>	AS per RFP

43	NCR	66 of 174		<p>4.24</p> <p>4.24<b>GOVERNING LAW AND JURISDICTION</b></p> <p>The RFP/contract shall be governed by and interpreted in accordance with Indian law for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).</p> <p>The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. Bidder is to ensure that the ATMs supplied to the Bank are compliant to all existing regulatory guidelines of GOI /RBI / NPCI / IBA and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof. A self-declaration to this effect is to be submitted by the bidder. The Bank reserves the right to conduct an audit / ongoing audit of the ATMs provided by the bidder. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have supplied ATMs. The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future,</p>	<p>Bidder suggests that the portion of the clause 4.24 highlighted in RED be deleted as this pertains to compliance with laws, audit and indemnity which are covered in other sections. Hence it is suggested that these provisions be covered under the relevant sections.</p>	As per RFP
44	NCR	69 of 174		<p>4.30</p> <p>4.30<b>Compliance with Statutory and Regulatory Provisions</b></p> <p>It shall be the sole responsibility of the Vendor to comply with all Statutory, Regulatory &amp; Laws of the Land and provisions while delivering the components and services mentioned in this RFP. ATMs deployed shall comply with RBI, IBA, EMV, NPCI/NFS, Card Associations (Visa, RuPay, MasterCard etc. as applicable) and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof, as well as to updated PCI-DSS security guidelines, Central /State govt. /Police authorities or any other law enforcement agency. All features required for regulatory compliance should be complied with at the time of delivery/installation of the ATMs without any extra cost to the Bank. If any new guidelines are issued by these organizations, the vendor shall arrange for its compliance/ up gradation without any extra cost to the Bank during Warranty and AMC period. Only Hardware up-gradations under compliance shall be decided mutually.</p> <p>For any future update to meet the security</p>	<p>Compliance with laws and regulatory provisions are already covered under clauses 4.8 and 4.9. Please refer to our comments for the respective clauses. Bidder therefore suggests deletion of this section.</p>	As per RFP



45	NCR	70 of 174		<p>4.31 Legal Compliance:</p> <p>The Bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's</p> <p>attention that the Bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect. The Bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labour Legislation. The successful Bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the successful Bidder.</p>	<p><b>Note to Sales:</b> Compliance with laws and regulatory provisions are already covered under clauses 4.8 and 4.9. Please refer to our comments for the respective clauses. Bidder therefore suggests deletion of this section.</p>	As per RFP
46	NCR	80 of 174		<p>4.53 OWNERSHIP AND RETENTION OF DOCUMENTS</p> <p>The Bank shall own the documents, prepared by or for the selected Bidder arising out of or in connection with the Contract.</p> <p>Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Bank, the Bidder shall deliver to the Bank all documents provided by or originating from the Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by the Bank at no additional cost.</p> <p>The selected Bidder shall not, without the prior written consent of the Bank/ Purchaser, store, copy, distribute or retain any such Documents. The selected Bidder shall preserve all documents provided by or originating from the Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of the Bank /Purchaser in this regard.</p> <p>Legal compliances</p>	<p>The last paras not related to this section needs to be deleted. Bidder proposes the below revised language:</p> <p>OWNERSHIP AND RETENTION OF DOCUMENTS</p> <p>The Bank shall own the documents, <del>exclusively prepared by or for the</del> selected Bidder arising out of or in connection with the Contract.</p> <p>Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Bank, the Bidder shall deliver to the Bank all documents provided by or originating from the Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s) <del>as aforementioned</del>, unless otherwise directed in writing by the Bank at no additional cost.</p> <p>The selected Bidder shall not, without the prior written consent of the Bank/ Purchaser, store, copy, distribute or retain any such Documents. The selected Bidder shall preserve all documents provided by or originating from the Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the</p>	As per RFP

47	NCR	80 of 174		<p>4.54 INTELLECTUAL PROPERTY INDEMNITY &amp; INDEMNITY AGAINST MISUSE OF LICENSE</p> <p>The selected Vendor has to undertake to indemnify Punjab &amp; Sind Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign Patent, Trademark or Copyright or other intellectual property, arising out of the performance of this contract. Any Patented Design used in equipment shall be under manufacturer's license agreements and a copy of such agreement authorizing the vendor to manufacture the patented designs shall be given to the Bank. The vendor shall furnish Indemnity bond for providing adequate maintenance/service support for their ATMs/ATMs/ during both warranty and post warranty periods (of minimum 7 years) failing which bank shall have the right to proceed against the vendor for damage legally or otherwise. Orders will be placed on the approved vendor based on the cost of machines as approved by the Bank. Vendor shall have to indemnify the Bank against any loss/expenditure incurred or any disputes/claims from anybody for having</p>	<p>Please see our comments for clause 4.18 on Patent Rights. The provision we have suggested covers the recourse available in case of IP infringement. Hence suggest deletion of this section.</p>	As per RFP
48	NCR	81 of 174		<p>4.55 INDEMNITY</p> <p>The 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 bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The 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 purchase contract and to protect the Bank during the tenure of contract. Where any patent, trademark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In</p>	<p>Request the Bank to include the Bidder Standard Indemnity Provision. Please refer to the indemnity provision stated under the sheet: Bidder Standard Indemnity.</p>	As per RFP

49	NCR	37	Chapter 3.1: Scope of Work	Supply and Installation of ATM with grouting to floor, UPS including Chemical Earthing at site.	Bidder request bank to remove earthing from BOQ and add" supply & installation of Isolation transformer, considering existing available earthing at site, can support as earthing to UPS and by adding Isolation transformer, will support as backup for earthing, wherein existing earthing is not working,no earthing and neutral leakage etc." This will support bank and successful bidder to have better uptime of ATM	As per RFP
50	NCR/Diebold	37	3.1(Point-6)	Replacement of original spare parts (OEM Make only) including all consumables due to any breakdown, voltage fluctuation due to UPS ,Earthing related, rodent attacks etc. or natural wear & tear or due to aging of ATM, UPS other than main line voltage fluctuations ,electrical fluctuations, short circuit , Vandalism, Fire and Natural Calamities, Exclusions or Force majeure without any extra cost to Bank during entire 7 Year period i.e., One year warranty and Six years AMC period.	a.fault due to Non Contributed by NCR cannot be cover in Warranty/AMC. That whould on approved rates. b.Replacement of original spare parts (OEM Make only) including all consumables due to any breakdown, voltage fluctuation due to UPS ,Earthing related, rodent attacks etc. or natural wear & tear or due to aging of ATM, UPS other than main line voltage fluctuations ,electrical fluctuations, short circuit , Vandalism, Fire and Natural Calamities, Exclusions or Force majeure without any extra cost to Bank during entire 7 Year period i.e., One year warranty and Six years AMC period.	a. As per RFP  b. As per RFP
51	NCR/Diebold	37	3.1(Point-7)	OTC locks should be provided by the bidder, bidder should arrange for change of password & replacement of electronic or mechanical lock or break opening of lock of ATM without any additional cost to bank on account of any reason thereof except electronic or mechanical lock damaged in vandalism/theft attempt. Bank will bear break open charges only in case of password lost by bank custodian.	a.FOC Only in Warranty as this being consumable Item.  b.We request Bank to consider any new compliance/upgradation after submission of RFP will be at mutually agreed cost.	a.As per RFP  b.As per RFP
52	NCR	38	3.3(Point-1)	The Vendor must ensure before delivery that Operating System is hardened to block the services which are not required. Vendor must ensure that only White listed necessary services run in the system. The vendor should provide solution to take care of intrusion detection, port scans and other common virus attacks. No malware including viruses, Trojans, enter and affect the system. <b>Deployment and updation of patches of all third party software will be responsibility of the vendor.</b>	Need Clarity on third party SW	As per RFP
53	NCR	38	3.3(Point-2)	As per RBI/IBA guidelines, the bidder should provide the ATM/ with solution of "Talking ATM for All" as per the specifications provided as Annexure-18 (for ATM). Vendor should also provide the complete solution and related files (Software/utility/ voice files etc.) of talking facility (Visual Impaired Solution) to Bank in separate DVD.	Need Clarity on Sperate DVD	Vendor should provide the complete solution and related files (Software/utility/ voice files etc.) of talking facility (Visual Impaired Solution) to Bank in single separate Pen drive

54	NCR		38	3.3(Point-3)	The successful bidder(s) should provide end to end solution and implementation, including server/switch application component (without any additional cost to the Bank) suitable for visually challenged persons (with audio support) for all ATM in English and Multi languages. In future, if RBI or any other regulatory authority issues guidelines for development/ implementation for more options in regional languages, the same should be provided to the Bank without any additional cost. The ATM should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, functional keys based voice guidance support with internal speakers & jack. The Bidder should also participate in the testing and end to end implementation and rollout without any additional cost to the Bank.	Additional testing should be on mutual Agreed rates	As per RFP
56	NCR		39	3.3(Point-15)	Providing patch cord of requisite length (up to 5 meters) during installation	Should be provided by bank as per requirement	As per RFP
57	NCR		39	3.3(Point-17)	Bank may procure the UPS batteries from the open market and bidder/Vendor has to Assist / replace UPS batteries without any additional cost to the Bank	Need Clarity on Assistance if bank purchase Battery from Open market.	As per RFP
58	NCR		40	3.3(Point-21)	The successful bidder may have to conduct UAT & Certification of ATM with NPCI & any other Network with the bank's existing setup within 30 days from the date of intimation from bank. In case the successful bidder fails to complete UAT within the stipulated time period the offer will pass on to the next successive bidders	30 days should be excluding of Bank dependency	As per RFP
59	NCR		40	3.3(Point-25)	The successful bidder shall provide operational onsite training to Bank staff/custodian at each ATM site as per requirement of the Bank and the bidder shall provide more rounds of user/administrative training at the required locations, without any extra cost to Bank.	No of training to be specified	AS per RFP
60	NCR/Diebold		41	3.3(Point-29)	If EJ Agent Software disconnected It is responsibility of the bidder to connect the EJ Agent software with ATM MS EJ Agent Server within 24 Hours of lodging SLM Call. If EJ Agent not connected within 24Hours, a penalty of INR 500.00 per day per ATM will be levied. Bidder to provide EJ of disputed transaction(s) from ATM machine where EJ is disconnected. If EJ is not provided within TAT, disputed transaction(s) amount and penalty amount will be recovered from the bidder.	a.It should be minimum 48hrs as there may issues with network also, andmaximum penalty must be 100 Rs per day only on OEM contribution.  b.Bank shall pay for the engineer visit to connect the third party EJ agent. TAT for Metro & Urban shall be 48hrs and for Semi-urban and rural locations shall be 72 hrs. Request Bank to amend this clause	a.As per RFP  b.As per RFP
62	NCR		41	3.3(Point-34)	The bidder will extend full support to the bank in getting Reconciliation of Imprest entries adjusted on account of mis-reading of currency notes/unsuccesful transactions/ any other reason and ensure that the same is got adjusted within 15 days of reporting. If there is shortage of cash in the machine because of above reasons the bidder will investigate the same and inform the reason thereof or compensate the bank for any loss, within 15 days of reporting without any extra cost to Bank.	Compensation must be removed, only analysis to be done by OEM	As per RFP

63	NCR		41 3.3(Point-35)	Preventive maintenance activity needs to be carried by successful bidder on quarterly basis for smooth functioning of ATM during the contract period including period of Warranty and AMC in addition to attending to calls for repairs/maintenance on free of cost basis. Bank may also fix certain activities for preventive maintenance such as: 1. • Network IP change requirement. Push screen manually. 2. • Connection of EJ agent and terminal security software. • Any other maintenance activity / requirement of Bank shall be covered under preventive maintenance activity.	Need clarity o any other Maintinace activity	AS per RFP
66	NCR/Diebold		42 3.3(Point-42)	The hard disk should be able to store the image data for a period of at least 120 days . The image data should be retrievable remotely to address any dispute or as a response to police / regulatory authorities. The successful bidder will be responsible for providing image data as required by the Bank by retrieving from the machine physically with in T+1 day of request of Bank without any additional cost to Bank. In the event of successful bidder failing to provide the image data as per bank's requirement the Bank shall levy penalty equivalent to the amount of disputed transaction plus penalties imposed by police/regulator /ombudsman court etc. (if any).	a.There is cost involved(Visit Charges would be applibale), time to be 48hrs except Bank deppency, bank may consume free visits in this activity.  B.Engineer visit required by the Bank to retrieve this images is a chargeable activity. It is the responsibility of the Bank's MS vendor to pull the images from the ATM remotely and ensuring that images for last 120 days are available with them. Bidder shall not be penalized in case Bank's MS vendor is unable to provide the images. Request Bank to amend this clause	Refer Addendum II  Refer Addendum II
68	NCR		43 3.3(Point-47)	The Successful bidder must ensure before delivery that operating system is encrypted and hardened to block the services which are not required. Successful bidder has to provide comprehensive white listing solution to prevent the machine from any cyber-attack, intrusion, virus, worm, malware, Trojan any other malicious software or similar vulnerability known as on date as well as future emergence. The successful bidder to ensure implementation of only essential services and the security to the satisfaction of Bank's IT Security team. In case of any deviation / vulnerability, successful bidder to revert back to system hardening, post blocking as specified by Bank at no extra cost to Bank within shortest possible time.Patches are to be updated during PMS activities/ auto updation on daily basis. If any loss to the bank due to not following the mentioned items, then the successful bidder undertakes to pay the amount of loss occurred to bank along with penalty if any levied within 7 days of incident happened or bill raised by bank whichever is earlier.	Need Clarity on Aut Patch updateion on Daily bais	As per RFP
69	NCR		43 3.3(Point-50)	The Bank proposes to connect ATM to its Switch. The successful bidder will take total responsibility for supplying, installation of ATM and making them operational with integration to switch within the schedules as mentioned for delivery and installation. It is the responsibility of the bidder to obtain necessary integration certification from ATM Switch/NPCI.	Certification from Switch and NPCI is Bank responsibility	Bank will support the process for certification with NPC and switch ,cost will be borne by bidder.

70	NCR	43	3.3(Point-51)	Successful bidder/s have to ensure that such compatibility must also be available with any other Switch that the Bank may go with in the future, during the period of the contract including AMC with no additional cost to the bank. Successful bidder shall provide integration with the new switch without any extra cost to the bank. The schedule given by the bank will be obliged by the Successful bidder	There is Cost for Integration, testing and UAT on mutual Agreed rates	As per RFP
71	NCR	45	3.3(Point-68)	The successful bidder will ensure that if any cassette goes faulty / out of cash then other set of cassette and other operation should be functional as usual	Need Clarity from bank	The successful bidder will ensure that if any cassette goes faulty / out of cash then other set of cassette and other operation (Machine operation) should be functional as usual.
72	NCR	45	3.3(Point-69)	If any particular machine is frequently becoming out of order for technical reasons for more than three times in a month and for two consecutive months, or machine is faulty the Bank may ask the vendor to replace the machine and vendor should replace the machine with another new machine at no extra cost to the Bank	Faulty part to be replaced rather replacing machine, replacement of machine clause to be removed	Refer Addendum II
73	NCR	46	3.3(Point-71)	The Successful bidder will provide the one SPOC with Laptop at Head office. Such SPOC 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 Circle & Zonal Steering committee meeting of each circle and zone, as and when called by the respective offices	need Clarity on SPOC required during deployment or entire contract period	As per RFP
74	NCR	49	3.4 General	3.4 OTC Lock Management Software and App based OTC transmission solution	Need Clarity, are they asking OTC Management SW from OEM	As per RFP
75	NCR	74	4.44 System Uptime	The vendor shall assure that the system gives a minimum 98.50% uptime (Calculated on quarterly basis). Please refer <b>Annexure 29</b> . The documents should be duly verified by the concerned branch duly stamped and signed and mentioning name of the certifying official	Documents Signing Every Quarter from Individual branch is not practical, this clause should be removed	As per RFP
76	NCR	160	5.1 Penalty on Downtime	During the warranty period, for every fall of 1% up-time, charges will be deducted @ 1% of the cost of item (ATM /UPS) subject to maximum 10% of the price of each item.	Uptime to be 98% in metro and Urban and 96% in Semiurban & Rural and max capping on penalty should be 5% only	As per RFP
77	NCR	160	5.1 Penalty on Downtime	During the AMC period, for every fall of 1% up-time, charges will be deducted @ 1% of the cost of AMC amount of item (ATM /UPS) subject to maximum 50% of the AMC amount of the item (ATM /UPS) for the quarter.	Max Penalty should be 5% only	AS per RFP
78	NCR	161	5.4 Recovery of Penalty	The Bank reserves the right to recover the penalty amount by any mode such as adjusting from any payments to be made by the Bank to the Bidder. Further Penalty of Rs 500 per day will be charged for any delay in addressing the ATM	Call Attendance timeline should be excluding of travel time and Accessibility	As per RFP

79	NCR	174	Annexure 21	ANNEXURE-21 Certificate of Local Content This is to certify that proposed "Request for proposal (RFP) for End-to-End Supply, Installation, Commissioning and Maintenance of 1000 Automated Teller Machines (ATMs) (Including UPS Chemical Earthing, AMC & Spare cassettes) Under Rate Contract for Five Years" provided by M/s  _ as per scope of work is having the local content of ____% as defined in the above-mentioned RFP and amended thereto.	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 II
80	NCR	25	2.26B	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
81	NCR	126	4.6 Technical Specifications	2X1 TB SATA/e-SATA HDDs or higher. 1. One TB or higher SATA 6.0 Gb/s HDD (5400 rpm with SMART III) for OS. 2. One TB or higher SATA 6.0 Gb/s HDD (5400 rpm with SMART III) for Camera and should be Surveillance Rated and shall be configured for storage of images.	For OS 500GB Sata s sufficient Request Bank Change to 500 GB or More	As per RFP
1	Hitachi	13	7	The bidder should have supplied and installed a minimum of 500 ATMs in India to at least two Public Sector Banks / Private Sector Banks/ Financial Institutions / Government Organizations during last three financial years (i.e. 2021-22, 2022-23 and 2023-24)	Request bank to revise this clause as <b>"The bidder should have supplied and installed a minimum of 500 ATMs/ CRMs in India to at least two Public Sector Banks / Private Sector Banks/ Financial Institutions / Government Organizations during last three financial years (i.e. 2021-22, 2022-23 and 2023-24)</b>	Refer Addendum II
2	Hitachi	14	9	The offered Make & Model of ATM/ should have been successfully installed and commissioned with complete functionalities under Base 24 EPS ATM Switch/ or any other Switch Bank may procure in future.	Request bank to revise this clause as <b>"The offered Make &amp; Model (of same series) of ATM/ CRM should have been successfully installed and commissioned with complete functionalities under Base 24 EPS ATM Switch/ or any other Switch Bank may procure in future"</b>	Refer Addendum II
3	Hitachi	23	2.18	Bank reserves the right to make changes in the terms and conditions of the RFP. Bank will be under no obligation to have discussions with any bidder, and <del>nor entertain any representation.</del>	Not acceptable. Any change to the Bid has to be duly communicated to the Bidder. Request bank to revise the clause	As per RFP
5	Hitachi	33	2.33 (ii)	The Selected bidder, within 15 days from the date of issuance of Purchase Order will have to furnish a Performance Bank Guarantee to issue by any scheduled commercial bank (other than Punjab & Sind Bank) equivalent to 5% of total cost of project (84 Months validity with additional 12 months claim period).	Contract Period is 5 Years, so the Bank Guarantee validity should also be reduced to 60 Months.	As per RFP
6	Hitachi/Diebold	38	3.1 (3)	Certification with NPCI and Integration with the Bank's ATM Switch Base24 /any other Switch Bank may decide in future/ without any additional cost to the Bank.	a.Integration with any other switch will incur efforts from our side, the commercials for which shall be mutually decided.  b.While initial integration will be done without any additional cost. However, should bank decide to change a switch, then subsequent integration would be done at the bank's cost.	a.Bank will support the process for certification with switch and NPCI ,cost will be borne by bidder.  b.Bank will support the process for certification with switch and NPCI ,cost will be borne by bidder.
7	Hitachi	38	3.1 (8)	Vendor will ensure an uptime of 98.5% for the ATM (calculated on quarterly basis). The procedure of Calculation of uptime shall be as defined in Annexure 29.	Requesting bank to reduce the uptime from 98.5% to 95%.	As per RFP

8	Hitachi	39	3.3 (6)	Vendor should undertake the shifting of ATM anywhere in India in case of requirement. The price quoted should be inclusive of all expenditures incidental to shifting including dismantling, packing, loading, unloading, unpacking, de-installation and reinstallation and transportation charges. The cost of transit insurance will be reimbursed to the bidder on the production of policy /receipt of premium.	Shifting charges shall have to be borne by the bank at mutually agreed commercials . Request bank to revise clause	As per RFP Refer Table 5 Annexure 20
9	Hitachi	39	3.3.5	The Vendor must agree to buyback the existing ATM of any Make on "As IS WHERE IS" basis. The Vendor should also undertake the de-installation of existing ATM and installation of new ATM will be completed within three working days to minimize the downtime and handover the PINPAD, HARD DISK, CARD READER, CASSETTES, SMPS or any other parts as desired from the old ATM to the respective branches. It should be done as a project and without and vendor should take back the existing ATM and install the new ATM simultaneously.	Requesting bank to provide logic for handover of cassettes.	As per RFP
10	Hitachi	40	3.3 (17)	Bank may procure the UPS batteries from the open market and bidder/Vendor has to Assist / replace UPS batteries without any additional cost to the Bank	Requesting bank to delete the clause, as procuring UPS batteries from open market may effect the performance of UPS which may result in warranty getting lapse	As per RFP
11	Hitachi	41	3.3 (23)	Multi-vendor software compatibility: The successful bidder shall agree that the Bank reserves the right to bring in Multi-vendor software, hardware and if such a solution is contracted with a third party other than the successful bidder, the successful bidder agrees to cooperate with the bank for continued functions at no additional cost to Bank. The Successful bidder also ensure that software of machine should be compatible with Multi-Vendor software, if there will be any compatibility issue during the warranty and AMC period of contract then successful bidder will make software compatible with Multi-Vendor Software without any cost to Bank.	MVS implementation to be done at mutually agreed terms. Request bank to revise clause	AS per RFP
12	Hitachi	42	3.3 (29)	If EJ Agent Software disconnected It is responsibility of the bidder to connect the EJ Agent software with ATM MS EJ Agent Server within 24 Hours of lodging SLM Call. If EJ Agent not connected within 24Hours, a penalty of INR 500.00 per day per ATM will be levied. Bidder to provide EJ of disputed transaction(s) from ATM machine where EJ is disconnected. If EJ is not provided within TAT, disputed transaction(s) amount and penalty amount will be recovered from the bidder.	Requesting bank to provide atleast 48 Hrs (T+2) of lodging SLM Call, also to reduce penalty of Rs 300 Per day per ATM.	As per RFP



14	Hitachi	43	3.33(47)	<p>The Successful bidder must ensure before delivery that operating system is encrypted and hardened to block the services which are not required. Successful bidder has to provide comprehensive white listing solution to prevent the machine from any cyber-attack, intrusion, virus, worm, malware, Trojan any other malicious software or similar vulnerability known as on date as well as future emergence. The successful bidder to ensure implementation of only essential services and the security to the satisfaction of Bank's IT Security team. In case of any deviation / vulnerability, successful bidder to revert back to system hardening, post blocking as specified by Bank at no extra cost to Bank within shortest possible time. Patches are to be updated during PMS activities/ auto updation on daily basis. If any loss to the bank due to not following the mentioned items, then the successful bidder undertakes to pay the amount of loss occurred to bank along with penalty if any levied within 7 days of incident happened or bill raised by bank whichever is earlier.</p>	<p>Not acceptable. Any issue, which is not a resultant of the Bidder's default of services, shall not be borne by the Bidder</p>	As per RFP
15	Hitachi	45	3.3 (61)	<p>Bank reserves the right to relocate any ATM during the contractual period once at no additional cost to the Bank .The relocation shall be within same city or geographical region, and the bidder shall bear all expenses related to the degrouting, transportation, reinstallation and grouting. Relocation process must be completed within the 05 days to ensure minimal disruption to ATM service.</p>	<p>Relocation charges, degrouting, re-installation and grouting shall be done on mutually agreed commercials. Request bank to kindly revise the clause.</p> <p>We understand that relocations are exclusive to the bank's determinations, and as such, the bidder cannot stipulate any future costs associated with this. In light of this, we kindly request that the bank either:</p> <ul style="list-style-type: none"> <li>-Consider relocation costs under a mutual agreement, or</li> <li>- Include an additional item in the commercial proposal to cover any future relocation expenses</li> </ul> <p>Bank shall pay for the shifting of ATM from one location to another as transportation &amp; Insurance cost is involved. Bank has already asked for the quote for shifting of ATM from one location to the other. Request Bank to amend this clause</p>	<p>Refer Addendum II (Clause deleted)</p> <p>Refer Addendum II (Clause deleted)</p> <p>Refer addendum II (Clause deleted)</p>
16	Hitachi	55	4.5.1 (i)	<p>If the bidder fails to deliver any or all goods or perform services within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct penalty at the rate of 1% of the order / invoice value of undelivered equipment / system for per week of delay, as late delivery charges until actual delivery of the equipment subject to a maximum of 20% of the order value. The Penalty will be charged on order value for the items for which delivery is delayed.</p>	<p>Requesting bank to add exclusions for any delay in delivery due to Bank and reduce the maximum capping of 20% of order value to 5% of order value on undelivered items.</p>	As per RFP

17	Hitachi	55	4.5.2	Penalty will be charged @1% of order value per day delay in installation, subject to maximum 20% of order value of uninstalled items (out of total order value), which will be over & above the late delivery charges. If installation is delay due to Bank dependency and acceptable to the	Requesting bank to reduce the maximum capping of 20% of order value to 5% of order value on uninstalled items.	As per RFP
18	Hitachi	56	4.5.3	During the warranty period, for every fall of 1% up-time, charges will be deducted @ 1% of the cost of item (ATM /UPS) subject to maximum 10% of the price of each item. During the AMC period, for every fall of 1% up-time, charges will be deducted @ 1% of the cost of AMC amount of item (ATM /UPS) subject to maximum 50% of the AMC amount of the item (ATM /UPS) for the quarter.	a.Requesting bank to reduce penalty capping in AMC Period as 10% of AMC Amount for the quarter.  B.DN service to asses. Penalty cap is very high. During the warranty period for every 1% fall in uptime, the cap is - 10% of the price of the CD. During AMC for every 1% fall in uptime, the cap is - 50% of the AMC fees for the entire Quarter of the C	As per RFP  As per RFP
20	Hitachi	65	4.2	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 Bidder. The Bidder 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.	Not acceptable. Auditory requirements laid on the Bank to be conducted of the Vendor, the costs of the same shall be borne by the Bank	As per RFP
21	Hitachi	68	4.27	Successful bidder will comply with the digital personal data protection Act, 2023 and will comply with all privacy and data protection provisions & subsequent amendments & modifications thereon.	As an when applicable and to the extend of such applicability, the Bidder shall adhere to the DPDP act	AS per RFP
22	Hitachi	73	4.38	Payment Terms	Payment Terms is missing in RFP, requesting bank to provide the same.	Refer 4.39.1 and 4.39.2 page no 73
23	Hitachi	77	4.45	The AMC rate should be all inclusive (excluding service tax) for the ATM and UPS and should not be more than 7% of the unit cost of ATM and UPS.  After completion of 7 years (1 year of warranty period and 6 years of AMC) for ATMs /ATMs, the Bank may renegotiate the AMC price with the vendors for a further period of 2 years if AMC contract is renewed by the Bank after the initial 6 years of AMC period. Bank may anytime opt out of AMC Agreement with the successful bidder if the services are not found to be satisfactory.	1. Requesting bank to consider 10% of the unit cost of ATM and UPS instead of 7% as highest quote. 2. Requesting bank to define "Satisfactory" and must give chance to upgrade AMC service.	As per RFP
24	Hitachi	81	4.58	The Vendor shall not assign to anyone, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent	However, such consent shall not be unreasonably withheld	As per RFP
1	Perto	12	7	The bidder should have supplied and installed a minimum of 500 ATMs in India to at least two Public Sector Banks / Private Sector Banks/ Financial Institutions / Government Organizations during last three financial years (i.e. 2021-22, 2022-23 and 2023-24)	These "...installed a minimum of 500 ATMs in India" shall be the same make & model of the OEM offered for this tender. or can be of different OEM and Model?	Bidder should have installed a minimum of 500 ATMs in india of same make and model as offered under this RFP

2	Perto	31		2.32	<p>2.32. Earnest Money Deposit (EMD)/Bank Guarantee in Lieu of EMD:</p> <p>(i) 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.1,30,00,000/- issued in favour of Punjab &amp; Sind Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS) as mentioned in Annexure-A-Data sheet should be in the shape of irrevocable Financial Bank Guarantee only from any Scheduled Commercial Bank except Punjab and Sind Bank valid for minimum 225 Days from the last date of Bid Submission as per Annexure- 10. <b>EMD will not be accepted in any other form &amp; will lead to outright rejection of the Offer / Bid.</b></p>	Request your esteemed institution to consider the option of an Insurance Security Bond in lieu of the standard or normal bank Guarantee, for this tender. As per recent guidelines approved by the Government of India for insurance security bond, and this is widely accepted by most banks across the country, the use of an Earnest Money Deposit (EMD) or Bank Guarantee in the form of an insurance security bond has been authorized as a valid alternative. This option has been embraced by several financial institutions in India, and we believe that it would be in line with the regulatory framework.	As per RFP
3	Perto	32		2.33	<p>(ii) The Selected bidder, within 15 days from the date of issuance of Purchase Order will have to furnish a Performance Bank Guarantee to issue by any scheduled commercial bank (other than Punjab &amp; Sind Bank) <b>equivalent to 5%</b> of total cost of project (84 Months validity with additional 12 months claim period). The Bank Guarantee as per Annexure-12 issued by the issuing Bank on behalf of Bidder in favour of Punjab &amp; Sind Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected</p>	Please consider for Performance Bank Guarantee the amount equivalent to 3%	As per RFP
4	Perto	39	3.3 General Para 23		<p>Multi-vendor software compatibility: The successful bidder shall agree that the Bank reserves the right to bring in Multi-vendor software, hardware and if such a solution is contracted with a third party other than the successful bidder, the successful bidder agrees to cooperate with the bank for continued functions at no additional cost to Bank. The Successful bidder also ensure that software of machine should be compatible with Multi-Vendor software, if there will be any compatibility issue during the warranty and AMC period of contract then successful bidder will make software compatible with Multi-Vendor Software without any cost to Bank.</p>	<p>We understand that the bank is offering the option of Security Operating Systems (SO) for both Windows and Linux environments. However, in the current market, there are no MVS (Multi-Vendor Systems) compatible with Linux.</p> <p>Given this, we would like to seek clarification on whether the bank intends to ensure that, regardless of the MVS manufacturer chosen (such as NCR, Kal, Diebold, Hyosung, Wincor, etc.), the MVS will be fully compatible with Linux.</p>	As per RFP
5	Perto	43	3.3 General Para 50		<p>50. The Bank proposes to connect ATM to its Switch. The successful bidder will take total responsibility for supplying, installation of ATM and making them operational with integration to switch within the schedules as mentioned for delivery and installation. It is the responsibility of the bidder to obtain necessary integration certification from ATM Switch/NPCI</p>	<p>We would like to confirm our understanding regarding the verification process for the tender. As we understand it, the bank will be responsible for handling the agreements and scheduling with external companies for the necessary verifications with NPCI, EMV, switch providers, etc.</p> <p>Could you kindly confirm if our interpretation is correct, or if there are any additional steps we should be aware of in this regard?</p>	Bank will support the process for certification with NPCI and switch ,cost will be borne by bidder.

6	Perto	43	3.3 General Para 54	54. ATM must be EMV Chip Enabled at the time of installation. Further, the ATM should have capability ab-initio to support Biometric, QR Code/ Barcode Reader, Contactless Card Reader as required by the Bank in future. Successful bidder should supply necessary hardware & software and integrate with the bank switch for implementation of Biometric, QR Code/ Barcode Reader, NFC / Contactless Card Reader on free of cost basis.	We have noted that the bank has not specified the technical details regarding the type of barcode or barcode reader to be used in the future. Given the lack of clarity on this matter, we kindly request that any related costs be considered under a mutual cost agreement, once the specifications are finalized	Technical details/specification will be shared with bidder as and when the details are received, bidder has to supply the same on free of cost basis.
8	Perto	44	3.3 General Para 62 and 77	62. Bidder should provide Terminal Security solution (TSS) for minimum 2500 ATMs with all necessary software (including but not limited to Database, application & system software licenses, managed services etc.) during the entire contract period. The solution should be on banks DC & DR locations. The selected bidder to ensure end to end security features to be implemented and also update/upgrade its system as per Bank and regulator's guidelines. The selected bidder will allow Bank or its representative to conduct audit of their system as per Bank's requirement. Bidder should ensure full implementation of the Bank's and regulator's control measure security for the contract period in all the machines without any additional cost to the Bank. Data entry and maintenance in TSS server is to be the responsibility of the vendor without any cost to the Bank. If kernel Bidder have already supplied machines to bank then existing ATMs to be migrated to newly TSS server without any cost to the Bank. Also bidder should not supply or use any freeware or open source software (without proper support services). Bidder has to submit MAF (Manufacturer Authorization Form) from OEM for all proposed hardware and software.	We would like to seek clarification on the following points related to the server hardware and licensing for the TSS, OTP, and other applications that will be installed at the DC and DR sites:  1) Will both solution applications (TSS and OTP) along with their respective databases be installed on the same server at the DC and another at the DR site, or will they be distributed across different servers?  2) We understand that the bank will provide all necessary server/hardware infrastructure at both the DC and DR sites to install the TSS, OTP, and other applications. Could you please confirm this?  3) Given that there will be only two servers (one at the DC and another at the DR), will only two SQL licenses be required for the entire setup? Please confirm if this is correct	As per RFP
9	Perto	45	3.3 General Para 66	66. Grouting: - "Moving / tilting of ATM for removing existing levelling screws. Drilling 12"-14" holes in the existing flooring using concrete drill bits and hammering metal sleeves in these holes. Repositioning the Cash Dispensers over the existing markings. Putting in anchor fasteners – min 10" long and min 12mm thick anchor fasteners with Y shaped at the bottom of the fastener (For hold strong the anchor fasteners with base), preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & Repairing broke tiles, if any".	Please consider to use Chemical grounding also as it is more efficient, text suggestion:  Grouting: - "Moving / tilting of ATM for removing existing levelling screws. Drilling 12"-14" holes in the existing flooring using concrete drill bits and hammering metal sleeves in these holes. Repositioning the Cash Dispensers over the existing markings. Putting in anchor fasteners – min 10" long and min 12mm thick anchor fasteners with Y shaped at the bottom of the fastener (For hold strong the anchor fasteners with base), preferably of Fischer make . Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & Repairing broke tiles, if any", <b>Fixing screws with chemical technology is also accepted.</b>	as per RFP

10	Perto	47	3.3 General Para 79	79. Supply of Dallas keys for lock operations (red and black keys), if required. The 1000 black keys for 1000 ATMs & 50 cash recycler and 25 Red keys for Activation by 25 Zonal Offices. In addition, the black and red keys are also to be supplied and activated at sites from time to time as and when required and whenever the Bank installs new ATMs / BNAs / Recyclers during the five year contract period.	The current OTP Locks are not using more Black key and as this tender is for 1000 ATMs, please remove the text "& 50 cash recycler" and consider:  * 79. If the Electronic Lock demand hardware Keys, the vender will provide keys for lock operations (red and black keys), for 1000 black keys for 1000 ATMs and 25 Red keys for Activation by 25 Zonal Offices. In addition, the black and red keys are also to be supplied and activated at sites from time to time as and when required and whenever the Bank installs new ATMs during the five year contract period."	Refer addendum II
11	Perto	47	3.3 General Para 85	85. OTC transfer through SMS as backup for OTC transmission in case of exigency due to no generation / non-transmission of OTC through app.	Please confirm, SMS server/gateway will be under bank scope, correct?	Yes, but the Bidder has to integrate with Banks SMS server.
13	Perto	54	4.5 Penalties	i. If the bidder fails to deliver any or all goods or perform services within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct penalty at the rate of 1% of the order / invoice value of undelivered equipment / system for per week of delay, as late delivery charges until actual delivery of the equipment subject to a maximum of 20% of the order value. The Penalty will be charged on order value for the items for which delivery is delayed.	Please consider the maximum penalty under this item to be subject to a maximum of 10%.	As per RFP
14	Perto	54	4.5 Penalties	2. Penalty for delay in Installation: Penalty will be charged @1% of order value per day delay in installation, subject to maximum 20% of order value of uninstalled items (out of total order value), which will be over & above the late delivery charges. If installation is delay due to Bank dependency and acceptable to the Bank, then no penalty will be levied.	1) Please consider the maximum penalty under this item to be subject to a maximum of 5%.  2) As page 74, please consider: "...Penalty will be charged @1% of order value per week delay.."	As per RFP
15	Perto	55	3. Penalty for Downtime:	Bidder has to guarantee minimum uptime of 98.5% quarterly during services period (warranty & AMC). For this purpose total elapsed time between receiving the break down 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 quarterly <u>basis per equipment</u> . Bank will charge penalty in case of not meeting the uptime requirements.	As we are aware, ATMs, being equipment, are subject to breakdowns or technical issues. In light of this, we request that the availability performance be considered based on the overall fleet of ATMs rather than individual machines. This would help avoid a situation where double penalties are applied for the same equipment and service, especially considering the penalty for service time delays.  We believe that considering fleet-wide performance in assessing availability would provide a fairer and more realistic approach Request bank to consider: Bidder has to guarantee minimum uptime of 98.5% quarterly during services period (warranty & AMC). For this purpose total elapsed time between receiving the break down 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 quarterly <u>basis on install base</u> . Bank will charge penalty in case of not meeting the uptime requirements.	As per RFP

16	Perto	55	3. Penalty for Downtime:	During the warranty period, for every fall of 1% up-time, charges will be deducted @ 1% of the cost of item (ATM /UPS) subject to maximum 10% of the price of each item.	Please consider:  During the warranty period, for every fall of 1% up-time, charges will be deducted @ 1% of the cost of item (ATM /UPS) subject to maximum 3% of the price of each item.	As per RFP
17	Perto	55	3. Penalty for Downtime:	During the AMC period, for every fall of 1% up-time, charges will be deducted @ 1% of the cost of AMC amount of item (ATM /UPS) subject to maximum 50% of the AMC amount of the item (ATM /UPS) for the quarter.	Please consider:  During the AMC period, for every fall of 1% up-time, charges will be deducted @ 1% of the cost of AMC amount of item (ATM /UPS) subject to maximum 10% of the AMC amount of the item (ATM /UPS) for the quarter.	As per RFP
18	Perto	74	4.40 DELIVERY PERIOD	The date on which the complete system is delivered will be taken as the date of delivery. In case of part delivery of the system, the date of last items delivered will be taken as the date of delivery. The bidder shall be responsible for delivery of the systems ordered at site within 4 weeks from the date of receipt of the order [within 6 weeks in respect of the States where Form 32 (Entry Permit) is required].	Please consider:  ".....or delivery of the systems ordered at site within <b>8 weeks</b> from the date of receipt of the order [within <b>10 weeks</b> in respect of the States where Form 32 (Entry Permit) is required]."	As per RFP
19	Perto	76	4.45 ANNUAL MAINTENANCE CONTRACT:	The vendor should also quote separately for AMC for 6 years from the date of expiry of warranty period (Post warranty). The AMC rate should be all inclusive (excluding service tax) for the <b>ATM and UPS and should not be more than 7% of the unit cost of ATM and UPS</b> . The quoted AMC rate would be applicable for 24 x 7 x 365 support and response time should not be more than 4 hours. AMC would cover all components including vault lock , spacers and currency cassette and consumables only with the exception of JP roll, receipt roll and printer ribbon. Scope of AMC will be same as that of the warranty. AMC payment will be released on quarterly basis in arrears after submission of quarterly Preventive Maintenance Report duly stamped and signed by the branch official of the respective branch. Service tax or any other applicable Tax on AMC will be paid extra by the bank as per Govt. rules on actual basis. However, bank will not pay any other tax including levies etc. The Services to be offered by the Vendor would be on the same terms and conditions as applicable during the Warranty period except that Bank will pay AMC cost quoted at the agreed rate by the Bidder.	The <b>limit of 7%</b> suggests by Bank is not viable base on compose of service cost (labour, transport etc) during 6 year. Please consider one of below options:  1) Limited up to 12% or 2) Keep this open and let the reverse auction define.	As per RFP
20	Perto	124	Minimum specification required	1.7 Colour LCD/LED screen of minimum 15" or higher along with Touch screen, IP65 rating (optional)/Capacitive/Infrared with or without FDK Screen (optional)(with support for visually handicapped through Function keys/EPP wherever required . Braille stickers and text speech device on all devices as per requirements to support the visually challenged, with privacy filter and multilingual Screen support.	As IP65 is not available for Lobby ATM, So, Please consider this below text:  1.7 Colour LCD/LED screen of minimum 15" or higher along with Touch screen, stander IP rating (optional)/Capacitive/Infrared with or without FDK Screen (optional)(with support for visually handicapped through Function keys/EPP wherever required . Braille stickers and text speech device on all devices as per requirements to support the visually challenged, with privacy filter and multilingual Screen support.	As per RFP

21	Perto	126	Minimum specification required	4.8 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. The Bidder is responsible to upgrade the Operating System & applications deployed onto ATM to higher/latest version in case of any regulatory compliance at no additional cost during both warranty and AMC period (covering 6 years), Bank shall bear only license cost of OS, Further, the Bidder should ensure that on up-gradation, there should be no disruptions of service and no performance related issues faced.	As MVS is not available for Linux, is bank considering to accept Linux as SO?	As per RFP
22	Perto	130	Minimum specification required	Conformance to VISA card EMV's latest specification; mention the version readiness for both the levels, Level 1 (for Card reader Hardware) & Level 2 (for Application Software). It will be responsibility of the vendor to ensure the conformance to VISA / Mastercard / Rupay Card EMV's latest specification mention the version readiness for both the levels, Level 1 and Level 2 including Application software. ATM should be ready for using EMV chip cards. Re-certification of Level 1 & Level 2 should be in time so as that there isn't a lapse in the same.	We would like to confirm our understanding of the responsibilities related to the certification and maintenance for L3, NPCI, Switch, and other related components. Based on our interpretation, we understand that:  - The bank will handle all arrangements with third-party companies for certifying L3, NPCI, Switch, etc. - The bidder (our company) will be responsible for maintaining L1 and L2 level support.	Bank will support the process for certification with NPCI and switch ,cost will be borne by bidder.
23	Perto	135	Minimum specification required	12.5 Should be capable of connecting to the existing ATM Switch (Base 24), using existing device handlers at no additional cost to the Bank. The applicant, if selected, must provide switch certification, only from Base 24 Switch for the present, at the time of submitting the response to RFP, failing which the Bank reserves the right to disqualify the applicant from further procurement process.	Please confirm if UAT/Test will be on switch base 24 or Switch IST as mentioned on item 12.6	UAT/Test will be on Switch Base 24 or any other Switch bank may procure in future.
24	Perto	135	Minimum specification required	12.6 Should be capable of connecting to the Bank's ATM Switch-IST – using existing device handlers at no additional cost to the Bank	Please confirm if UAT/Test will be on switch base 24 or Switch IST as mentioned on item 12.6	UAT/Test will be on Switch Base 24 or any other Switch bank may procure in future.
25	Perto	135	Minimum specification required	12.8 Ability to support multiple NIC to enable multiple connections	This second NIC board shall be available on day one? Or under Bank request?	Second NIC board shall be available on Day one.
26	Perto	137	Minimum specification required	QR Code on ATM - ATM should also have capability to integrate QR code scanner ready for future requirements of scanning QR code from mobile phones by simply attaching a reader	As there are multiple QR code format and size, please share the specification so bidder can identify the correct peripheral do be consider to install.	As per RFP
27	Perto	141	Functional Specifications of ATM:	11 Lead Generation -Withdrawal -Deposit	Please remove " Deposit" because it not applicable for this model of ATM.	Refer Addendum II
28	Perto	150	Format for Commercial Bid	4 Cost of UPS including batteries with One year warranty of UPS & two years warranty of batteries as per specifications given in Annexure-25  5 Cost of Annual AMC of UPS (excluding batteries) for 6 years after One year warranty period	Based on our understanding, the batteries will not be covered under the AMC, and after the two-year warranty period, the bank will replace the batteries with new ones under a mutual cost agreement with the bidder.	4 Cost of UPS including batteries with One year warranty of UPS & two years warranty of batteries as per specifications given in Annexure-25  5 Cost of Annual AMC of UPS (excluding batteries) for 6 years after One year warranty period. After two year warranty on batteries bank will replace the batteries with new one either through open market or through mutual cost agreement with bidder as and when required.

1	Vortex	12 & 86	2.1 & Annexure-2	The bidder should have a Minimum Annual Turnover of Rs.30 Crores(as per manual for procurement of goods June 2022 page no 205 Criteria 3 Financial standings) from ATM supply & maintenance business from Indian operations during the last three (3) Financial Years as per the Audited Financial Statements years (i.e., 2021-22, 2022-23, 2023-24) as on date of bid submission. This must be individual Company Turnover and not of any Group of Companies	<b>Requesting bank to update the clause as below:</b> The Minimum Annual Turnover of Rs.30 Crores in the eligibility criteria in Page No.12. Whereas, Rs.40 Crores is mentioned in the Annexure - 2 in the Page No.86. Clarification to be provided for the Minimum Annual Turnover for the last three (3) Financial Years as per the Audited Financial Statements years (i.e., 2021-22, 2022-23, 2023-24).	Refer Addendum II
2	Vortex		124	1.3 ATM should have protection from Pests, Rats, rodents etc. starting from the date of delivery till the life of ATM. During the preventive maintenance reporting, vendor will submit the certificate along with the images that Rats mesh is present in the recycler. In case of non-submission of proof, Vendor will replace the ATM damaged part during the life of ATM in case of any loss due to Pests, Rats, rodents etc. Bank will not accept any claim for replacement of any part damaged by Pests, Rats, rodents etc.	<b>Requesting bank to update the clause as below:</b> ATM should have protection from Pests, Rats, rodents etc. starting from the date of delivery till the life of ATM. During the preventive maintenance reporting, vendor will submit the certificate along with the images that Rats mesh is present in the <b>ATMrecycler</b> . In case of non-submission of proof, Vendor will replace the ATM damaged part during the life of ATM in case of any loss due to Pests, Rats, rodents etc. Bank will not accept any claim for replacement of any part damaged by Pests, Rats, rodents etc.	Refer Addendum II
3	Vortex		129	5.5 2* Double pick Module and 4 cassettes with unique lock & keys for cassette set of each ATM. All cassettes including purge bin should be lockable and latchable. (As per RBI guidelines for cassettes swap in ATM RBI circular RBI/2017-18/DCM(plg.)No 3641/10.25.007/201/2017-18 dated 12th April 2018 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.	We are requesting the bank to remove the unique key for the cassette set of each ATM requirement since it is quite complicated to handle the keys for cassette swapping as per RBI regulations.  We request that the common key for cassettes be set and a unique key for the safe door and hood.	as per RFP



4	Vortex	132		6.11	<p>ATM should have capability for transactions of all types of cards like MasterCard, Maestro, Visa, AMEX, RuPay and all other types of cards currently being used. ATM should have capability for upgradation at a future date for enabling transactions through CONTACTLESS CARDS or NFC cards which only needed to be waved close to the card reader and enter PIN to operate, so that it act as deterrent against any kind of skimming where data from the card is copied and misused.</p> <p>ATM should also have capability to integrate QR code scanner ready for future requirements of scanning QR code from mobile phones by simply attaching a reader. Bidder should offer ATM model which has capability to be upgraded, hardware and software wise, as the case maybe, if desired by the Bank in future for transactions through Contact less cards / NFC or for integration of QR code scanner for transactions through QR codes from mobile phones/other devices at no additional cost to the Bank</p>	<p><b>Requesting bank to modify the clause as below:</b></p> <p>ATM should have capability for transactions of all types of cards like MasterCard, Maestro, Visa, AMEX, RuPay and all other types of cards currently being used. ATM should have capability for upgradation at a future date for enabling transactions through CONTACTLESS CARDS or NFC cards which only needed to be waved close to the card reader and enter PIN to operate, so that it act as deterrent against any kind of skimming where data from the card is copied and misused. ATM should also have capability to integrate QR code scanner ready for future requirements of scanning QR code from mobile phones by simply attaching a reader. Bidder should offer ATM model which has capability to be upgraded, hardware and software wise, as the case maybe, if desired by the Bank in future for transactions through Contact less cards / NFC or for integration of QR code scanner for transactions through QR codes from mobile phones/other devices at <del>no additional</del> <b>mutually agreed</b> cost to the Bank</p> <p><b>Justification:</b> RBI/NPCI as not provided any guidelines for</p>	As per RFP
5	Vortex	132		7.7	nic	<p>Requesting bank to clarify this requirement in <b>receipt printer module</b></p>	As per RFP
6	Vortex	140		19.12	<p>ATM should have mechanisms to detect physical tampering of the ATM on real time basis with all the hardware and software. Especially card reader should detect if any skimmer is attached to it.</p>	<p>Requesting bank to update the clause with Anti-shutter overlay theft detect module.</p> <p>ATM should have mechanisms to detect physical tampering of the ATM on real time basis with all the hardware and software. Especially card reader/<b>Cash dispenser shutter module</b> should detect if any skimmer is attached to it.</p> <p><b>Justification:</b> As per the last NPCI Circular NPCI/2024-25/NFS/423, banks / WLAOS were granted permission to implement suitable cash retraction at ATMs / cash recyclers to prevent customers from losing. However, there is a challenge in creating awareness among the customers for cash retraction. Hence we request the bank to modify the clause as above to make the shutter overlay detection as mandatory feature as same as Cardreader Anti-skimmer.</p>	as per RFP
7	Vortex	166	ANNEXURE – 25		<p>Isolation: To be isolated from input using Double coil transformer</p>	<p>UPS has with latest IGBT Based technology so no need of Input side Isolation Transformer</p> <p><b>Justification:</b> an IGBT (Insulated Gate Bipolar Transistor) is considered "better" than an isolation transformer, especially when looking at factors like efficiency, size, and cost,</p>	AS per RFP
9	Vortex	49	3.3 General		<p>Bidder is required to provide Facility Maintenance Services (FMS) support for monitoring and field support required for OTC solution. The infrastructure like PCs/laptop/mobile has to be provided by bidder during the contract period with no additional cost to the Bank</p>	<p>Request to add in Commerical Template</p>	As per RFP

10	Vortex	48	97	Bidder has to arrange for monitoring & reporting tools for maintenance of ATMs.	<p>a.Requesting the bank to confirm if they are seeking a comprehensive ATM multivendor monitoring solution and if so, specify the modules they require for ATM maintenance.</p> <p>B.Request Bank to clarify Bank's requirement under this clause.What is Bank's expectation from the bidder</p>	<p>Bank needs application(Dash board) for monitoring and reporting tool for maintenance of ATMs.</p> <p>Bank needs application(Dash board) for monitoring and reporting tool for maintenance of ATMs.</p>
1	AGS	33	2.33	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 issue by any scheduled commercial bank (other than Punjab & Sind Bank) equivalent to 5% of total cost of project (84 Months validity with additional 12 months claim period)	Requested Changes :- We request bank to consider PBG 3% of TCO	As per RFP
2	AGS	35	2.36	a.Service Level Agreement (SLA).  B.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.	<p>Requested Change : Bank should give 45 to 60 days to enter in to SLA.</p> <p>Bidder requests to remove the following as any additional terms and conditions beyond what is set forth in this RFP need to be negotiated between the parties. : "and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid".</p>	<p>As per RFP</p> <p>As per RFP</p>
4	AGS	61	4.11	Termination Of Contract	Requested Change : Bank should terminate contract with atleast 60 to 90 days written notice period.	As per RFP
1	Diebold	14	Eligibility criteria point 16	ATM deployed shall comply with RBI, IBA, EMV, NPCI/NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, the vendor shall arrange for its compliance/ up gradation without any extra cost to the Bank during the contract period.	We request Bank to consider any new compliance/upgradation after submission of RFP will be at mutually agreed cost.	As per RFP
6	Diebold	38	Chapter 3.3 General point no: 4	Bidder shall deploy the required ATM display screen provided by the bank in ATM during UAT and LIVE without any additional cost to the bank. The bank will provide graphic mode customized display screens (irrespective of format i.e. jpeg. tif. gif. etc.) in Trilingual (Hindi, English and Regional language of respective state) and also for touch screen format for all transactions undertaken on ATM. It will be the responsibility of the bidder to deploy the given display screens in the ATM without any extra cost to the bank. The above features are to be bundled with the Machines.	Since the machines will be deployed with the terminal security, screen loading should be done remotely and in case field visit is required, same shall be done on chargeable basis. We would request Bank to amend this clause	As per RFP
8	Diebold	39	Chapter 3.3 General point no: 14	Loading of screens, EJ pulling agents, TM Keys, configuration with IP addresses free of cost	These are the chargeable activities and Bank shall pay for the engineer visits. Request Bank to amend this clause	<b>Loading of screens ,EJ pulling will be managed by manage service vendor,if MS vendor unable to pull the EJ due to some technical issue at machine end ,vendor to ensure the pulling of EJ.TM keys,configuration with IP addresses to be done by bidder.</b>

9	Diebold		39	Chapter 3.3 General point no: 17	Bank may procure the UPS batteries from the open market and bidder/Vendor has to Assist / replace UPS batteries without any additional cost to the Bank.	If Bank procures the batteries from open market, then it is the responsibility of the battery vendor to install the batteries. There is no role of the bidder in this activity.	As per RFP
10	Diebold		39	3.3(1)	The vendor should provide solution to take care of intrusion detection, port scans and other common virus attacks. No malware including viruses, Trojans, enter and affect the system. Deployment and updation of patches of all third party software will be responsibility of the vendor.	While bidder can ensure that CD delivered does not contain any virus etc. but, it is impossible to say that no malware including viruses, Trojans, enter and affect the CD in future.	As per RFP
11	Diebold		40	Chapter 3.3 General point no: 22	Successful bidder should ensure that ATM should be calibrated/recalibrated and configured to dispense correct denomination of Currency / Bank notes.	Successful bidder will calibrate the cassettes as per Bank's requirement at the time of new ATM/CD installation. However, any additional visit to recalibrate the cassettes is required, same shall be done on chargeable basis. Request Bank to amend this clause	Refer Addendum II
12	Diebold		40	10	Version upgrades of existing software shall not be considered as third party software). Bank will not bear any changes for UAT, Pilot and system integration testing. Bidder will be responsible for development of build for all ATMs procured under this RFP. Build will be deployed under free visit asked by Bank under this RFP.	We request the Bank to consider the development efforts on a mutually agreed cost basis - same as clause 11 & 13	As per RFP
13	Diebold		40	3.3(10)	For any future update to meet the security guidelines issued by regulators or asked by Bank, if any hardware/software or both need to upgrade/replace, then Bank will bear hardware cost & license cost of the third party software only at mutual agreed rates (i.e. any additional software which is not asked by Bank through this RFP. Version upgrades of existing software shall not be considered as third party software). Bank will not bear any changes for UAT, Pilot and system integration testing. Bidder will be responsible for development of build for all ATMs procured under this RFP. Build will be deployed under free visit asked by Bank under this RFP	We request Bank to include implementation, UAT & Pilot as well & cost will be provided by Bank.	As per RFP
15	Diebold		41	Chapter 3.3 General point no: 33	Bidder should also ensure that ATM should meet all the security solutions as per RBI guidelines/other regulatory bodies/Government guidelines issued from time to time during the contract period without any cost to Bank irrespective whether it being minor or major modifications, Also compliance of security guidelines should be implemented within three month or RBI timelines whichever is	For implementation of any new guidelines which are not part of this RFP, Bank shall pay for the testing & implementation of the same in the field at mutually agreed price. Request Bank to amend this clause	As per RFP
16	Diebold		41	23	The Successful bidder also ensure that software of machine should be compatible with Multi-Vendor software, if there will be any compatibility issue during the warranty and AMC period of contract then successful bidder will make software compatible with Multi-Vendor Software without any cost to Bank.	Testing with MVS entails a lot of use cases, customisation requirements. This can be estimated once the Bank finalises the MVS vendor and MVS vendor provides all relevant details to us. We request the Bank to keeo this on mutual agreed cost basis	As per RFP

17	Diebold	41-42	Chapter 3.3 General point no: 35	Preventive maintenance activity needs to be carried by successful bidder on quarterly basis for smooth functioning of ATM during the contract period including period of Warranty and AMC in addition to attending to calls for repairs/maintenance on free of cost basis. Bank may also fix certain activities for preventive maintenance such as: *Network IP change requirement. Push screen manually. * Connection of EJ agent and terminal security software. * Any other maintenance activity / requirement of Bank shall be covered under preventive maintenance activity.	Preventive Maintenance activity is for 35-40minutes only and engineer can perform only the preventive maintenance in this 35-40 minutes. Any activity which is not part of the preventive maintenance is chargeable to the Bank and engineer visit charges shall be paid by the Bank. Request Bank to amend this clause	As per RFP
21	Diebold		42 Chapter 3.3 General point no: 43	During Comprehensive Onsite Warranty and AMC period Bank will not pay any charges for Engineer's visit to site and any part replacement cost during Warranty Period except if the ATM and UPS part is physically damaged by miscreant, Fire and Natural Calamities.	Parts which are gone bad due to poor site infra i.e. Power, Earthing, Short circuit, rodent attack, vandalism, High temprature etc. are chargeable to the customer.  Consumable parts like Hood lock, currency cassette, Reject bin, Safe lock, Printer head, Safe lock battery etc are chargeable to the customer. We would request Bank to amend this clause .	As per RFP
23	Diebold		42 33	Bidder should also ensure that ATM should meet all the security solutions as per RBI guidelines/other regulatory bodies/Government guidelines issued from time to time during the contract period without any cost to Bank irrespective whether it being minor or major modifications, Also compliance of security guidelines should be implemented within three month or RBI timelines whichever is	Estimating any future such requirements/ guidelines is impossible. We request the Bank to keep this on a mutual agreed cost basis when the new requirements are given	As per RFP
24	Diebold		44 Chapter 3.3 General point no: 56	ATM should have protection from Pests, Rats, rodents etc. starting from the date of delivery till the life of ATM. During the preventive maintenance reporting, vendor will submit the certificate along with the images that Rats mesh is present in the ATM. In case of non-submission of proof, Vendor will replace the ATM damaged part during the life of ATM in case of any loss due to Pests, Rats, rodents etc. Bank will not accept any claim for replacement of any part damaged by Pests, Rats, rodents etc.	Bidder will ensure that rat mesh is available in the ATM all the times and bidder will submit the certificate along with the images that Rats mesh is present in the ATM. However, site cleaning/ pest control does not fall under SLM scope of work and any part damaged due to rodent / pest attack shall be done on chargeable basis. Request Bank to amend this clause	AS per RFP
25	Diebold		44 Chapter 3.3 General point no: 58	Successful bidder must warrant all machines/equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period Successful bidder shall maintain the equipment and repair / replace all the defective components at the installed site, at no additional charge to the Bank. The Successful bidder should replace the part, in case of requirement without any cost to Bank within maximum two working days.	Parts which are gone bad due to poor site infra i.e. Power, Earthing, Short circuit, rodent attack, vandalism, High temprature etc. are chargeable to the customer.  Consumable parts like Hood lock, currency cassette, Reject bin, Safe lock, Printer head, Safe lock battery etc are chargeable to the customer. We would request Bank to amend this clause .	As per RFP

27	Diebold	45-46	Chapter 3.3 General point no: 70	The Successful bidder shall get the infrastructure viz. earthing, power cabling, data cabling, <u>access lock</u> etc. at the site examined in coordination with the Branch/ Circle office to ensure that the same are structured and proper for installation of ATM. The Successful bidder should follow stringent guidelines and best industry practices to protect the systems from unauthorized access and wire- tapping	Is the successful bidder supposed to install Access lock at ATM site? Request bank to clarify	Refer Addendum II
28	Diebold	47	72	If Bank provides new certificate for TLS or any other application & system software than bidder, bidder will install the same either in existing build or create new build at no extra cost to Bank.	For initial testing and deployment, we shall support the same. For future changes, request the Bank to keep this at mutual agreed cost when the change is done by the Bank.	As per RFP
29	Diebold	48	Chapter 3.3 General point no: 94	Bidder has to ensure mandatory 95% attendance (per month) of the onsite resources (02) throughout the contract period. If the resources attendance falls below 95%, Rs. 2000 per day will be penalized to Bidder where onsite resource was not present accordingly.	Resources will be available on working days only. Request Bank to mention in this clause	Bidder has to ensure mandatory 95% attendance (per month) of the onsite resources (02) throughout the contract period(Bank working days). If the resources attendance falls below 95%, Rs. 2000 per day will be penalized to Bidder where onsite resource was not present accordingly.
31	Diebold	48	Chapter 3.3 General point no: 109	Warranty: OTC locks supplied by the vendor will be under warranty for a period of Three (05) Years from the date of installation of OTC Lock.	Safe lock comes with the warranty of 1 year and bidder shall replace the faulty safe lock (due to normal wear & Tear) free of cost for the initial period of 1 year. After initial period of 1 year, faulty safe lock shall be replaced on chargeable basis. Also break opening charges are to be borne by the Bank. Request Bank to amend this clause	As per RFP
32	Diebold	49	Chapter 3.3 General point no: 110	Annual Maintenance Contract: Vendor will provide maintenance of locks and keys under Annual Maintenance Contract for the period of two (02) years after expiry of five year warranty period	Safe lock comes with the warranty of 1 year and bidder shall replace the faulty safe lock (due to normal wear & Tear) free of cost for the initial period of 1 year. After initial period of 1 year, faulty safe lock shall be replaced on chargeable basis. Also break opening charges are to be borne by the Bank. Request Bank to amend this clause	As per RFP
33	Diebold	49	105	Bidder must implement ICCW (Interoperable card less cash withdrawal) within 2 months from date of intimation for integration with Bank's ICCW middleware solution without any additional cost to the Bank.	ICCW is a complex requirement and depends on the QR code middleware as finalised by the Bank. Once this middleware details are provided, we can then work on the implementation timelines from a terminal application perspective	As per RFP
34	Diebold	50	113	The OS whether windows or Linux should be of the version complying RBI guidelines for control measures. All upgrades to OS along with hardware required to support the OS upgrade to comply with RBI guidelines for control measures has to be carried out by the bidder at no additional cost to the Bank during the contract period.	Please align this clause along with clause 55 of the RFP	As per RFP
35	Diebold	54	4.5 Penalty point 2	Penalty will be charged @1% of order value per day delay in installation, subject to maximum 20% of order value of uninstalled items (out of total order value), which will be over & above the late delivery charges. If installation is delay due to Bank dependency and acceptable to the Bank, then no penalty will be levied.	For any delay in installtion of the ATM, Penalty of 1% per day is very high, we would request Bank to reduce this penalty as 1% per week.	As per RFP

36	Diebold	55	3. Penalty for downtime	<p>Bidder has to guarantee minimum uptime of 98.5% quarterly during services period (warranty &amp; AMC). For this purpose total elapsed time between receiving the break down 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 quarterly basis per equipment. Bank will charge penalty in case of not meeting the uptime requirements.</p> <p>- Vendor to ensure generation of ticket over toll free number and email dedicated for PSB only. <b>Uptime provided by the FLM vendor will be considered for penalty calculation.</b></p> <p>- During the warranty period, for every fall of 1% up-time, charges will be deducted @ 1% of the cost of item (ATM /UPS) subject to maximum 10% of the price of each item.</p> <p>- During the AMC period, for every fall of 1% up-time, charges will be deducted @ 1% of the cost of AMC amount of item (ATM /UPS) subject to maximum 50% of the AMC amount of the item (ATM /UPS) for the quarter.</p> <p>- For this purpose, total elapsed time between receiving the breakdown message (over telephone or otherwise) and making the system functional or providing a standby</p>	<p>Uptime shall be calculated basis of the SLM tickets logged with the OEM and exclusions due to access to the ATM safe/ ATM site or site infra issues to be considered while calculating the Uptime of the machine.</p> <p>During warranty period, penalty calculation criteria or the penalty amount calculation shall be same as that in AMC period. For example, quarterly AMC charges are INR 5000, for every 1% of downtime, penalty of INR 50 shall be applicable during warranty as well as in AMC period.</p> <p>Request Bank to amend this clause.</p>	As per RFP
37	Diebold	55	4.5(1) & (2)	<p>If the bidder fails to deliver any or all goods or perform services within stipulated time schedule, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct penalty at the rate of 1% of the order / invoice value of undelivered equipment / system for per week of delay, as late delivery charges until actual delivery of the equipment subject to a maximum of 20% of the order value. The Penalty will be charged on order value for the items for which delivery is delayed.</p>	<p>We request Bank for the reduction in cap from 20% to 10%.</p>	As per RFP
39	Diebold	60	4.1	<p>If the Vendor fails to deliver any or all goods or fails to perform services within stipulated time schedule from the date of acceptance of Purchase Order, the purchaser shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the Invoice value (net of taxes) for each week or part thereof of delay until actual delivery of goods subject to maximum of 10%</p>	<p>We request Bank to clarify the difference from clause 4.5(1) &amp; (2)?</p>	<p>4.5(1) Penalty for delay in delivery. 4.5(2) Penalty for delay in installation.</p>

40	Diebold	69	4.30 Compliance with Statutory and Regulatory Provisions	<p>It shall be the sole responsibility of the Vendor to comply with all Statutory, Regulatory &amp; Laws of the Land and provisions while delivering the components and services mentioned in this RFP. ATMs deployed shall comply with RBI, IBA, EMV, NPCI/NFS, Card Associations (Visa, RuPay, MasterCard etc. as applicable) and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof, as well as to updated PCI-DSS security guidelines, Central /State govt. /Police authorities or any other law enforcement agency. All features required for regulatory compliance should be complied with at the time of delivery/installation of the ATMs without any extra cost to the Bank. If any new guidelines are issued by these organizations, the vendor shall arrange for its compliance/ up gradation without any extra cost to the Bank during Warranty and AMC period. Only Hardware up-gradations under compliance shall be decided mutually.</p> <p>For any future update to meet the security guideline issued by regulators or asked by Bank, if any hardware/software or both need to upgrade/replace, then Bank will bear hardware cost &amp; License cost of third party</p>	We request Bank to consider any new compliance/upgradation after submission of RFP will be at mutually agreed cost.	As per RFP
42	Diebold	76	4.43 (i)	Bidder has to provide ATM camera images free of cost, whenever Bank requires the same. If the images are not clear and due to this reason any loss incurred by the Bank will be borne by the bidder. During Preventive Maintenance bidder to submit the camera images to the branch and ensure that the camera is clean and images are clear.	Engineer visit required by the Bank to retrieve this images is a chargeable activity. It is the responsibility of the Bank's MS vendor to pull the images from the ATM remotely and ensuring that images for last 120 days are available with them. Bidder shall not be penalized in case Bank's MS vendor is unable to provide the images. Request Bank to amend this clause	Refer Addendum II
43	Diebold	124	Annexure 18, Technical specifications- point 2.1	<b>ATM Safe:</b> The safe must conform to the UL-291 Level 1 or CEN 1 or CEN L Certified Secure Chest standards or higher latest standards steel body cabinet (certificate to be attached). The safe must have OTC lock with one time combination password (OTC) facility so that dual control can be implemented.	CEN1 safes are more secure than UL291 and request Bank to ask for CEN1 or CEN L safes only. Request Bank to amend this clause	As Per RFP
44	Diebold	124	2.1	The safe must conform to the UL-291 Level 1 or CEN 1 or CEN L Certified Secure Chest standards or higher latest standards steel body cabinet (certificate to be attached). The safe must have OTC lock with one time combination password (OTC) facility so that dual control can be implemented.	UL-291 Level 1 and CEN L safes are inferior compared to CEN 1 safe. Bank should look at CEN 1 safe only considering the need to secure the ATMs	As Per RFP
45	Diebold	125	Annexure 18, Technical specifications, point 2.2	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.	Safe lock comes with the warranty of 1 year and bidder shall replace the faulty safe lock (due to normal wear & Tear) free of cost for the initial period of 1 year. Request Bank to amend this clause	As per RFP
46	Diebold	126	4.6	2X1 TB SATA/e-SATA HDDs or higher.	SATA is a old technology which is rapidly getting replaced by SSD. Request the Bank to change the clause to ask for SSD so as to get better technology.	As per RFP

47	Diebold	129	Annexure 18, Technical specifications, point 5.12	Cassettes/ Purge Bins/ Reject Bins should have defined self-life of Three (03) years. Currency cassette will not be considered as consumable spare.	These are consumable items and shall be replaced on chargeable basis. Life of the cassettes/ purge bin depends on the handling of the cassettes by the cash loading person and this can not be covered under Warranty/ AMC. Request Bank to amend this clause	Refer Addendum II
48	Diebold	138	Annexure 18, Technical specifications, point 18.5	ATM to be provided with internal battery backup which will be required for preserving the last state of the machine in the event of loss of power supply. This is required to achieve safeguarding the corruption of ATM Software	Internal Battery inside the machine is not available, hence request bank to delete this clause as mandatory.	Refer Addendum II(Clause deleted)
49	Diebold	138	Annexure 18, Technical specifications, point 19.1	Centralized Monitoring System Server Bidder should provide appropriate monitoring server with minimum specification:	Is Bank looking for outsourcing the ATM monitoring activity i.e. Managed Services. Request Bank to clarify about this requirement	No,Bank is asking for application (Dash Board) for monitoring and reporting purpose.
50	Diebold	138	19.1	Centralized Monitoring System Server Bidder should provide appropriate monitoring server with minimum specification:	We request Bank to clarify whether this is bidder responsibility or MS vendor will provide this services.	As per RFP
51	Diebold	141	Replacement of Spare parts during Warranty and AMC	The selected bidder will replace all the Spare Parts including Consumables free of cost during the One year Warranty and 6 years AMC period	Parts which are gone bad due to poor site infra i.e. Power, Earthing, Short circuit, rodent attack, vandalism, High temprature etc. are chargeable to the customer.  Consumable parts like Hood lock, currency cassette, Reject bin, Safe lock, Printer head, Safe lock battery etc are chargeable to the customer. We would request Bank to amend this clause .	Refer Addendum II