

CORRIGENDUM 1 - Request for Proposal For Outsourcing of Installation and Managed Services For 4000 Cash Dispensers

Ref: BOI/HO/IT-ADC/CD/2020-21/2 Dated : 01-07-2020

Sl no	Tender Page Number	Tender Clause Number	Clause Caption	BOI RFP document Reading	Vendor's Query	Bank's Response
1	4	4.16		Vendor to provide all the model of CD as specified in the submitted Technical Specifications of not more than two OEMs. Any vandalized machine will also be replaced with the same make & model	Requesting bank to change "Vendor to provide all the model of CD as specified in the submitted Technical Specifications of not more than two OEMs. Any vandalized machine will also be replaced with the same make & model or with higher specification" as need to support for 7 years.	No change in RFP terms
2	5	1	Part 1 - Invitation to Bid	All new ATMs/CDs shall be installed along with e-surveillance, biometric functionality, Cassette swap based cash replenishment in conformity with new RBI/Ministry of Home/Govt. of India Guidelines. The company submitting Bid in response to this Request for Proposal are referred to as the Bidder /s in this document and the selected lowest vendor is referred to as the Vendor	Requesting Bank to clarify the Cassette Swap and MHA guidelines for day one of ATM go Live.	The Cassette Swap and MHA guidelines to be implemented from day one of ATM go Live. Pilot project to be completed before hand
3	5	1.2	Request for Proposal	1.2 Request for Proposal Bank of India (Bank) invites Bids to install 4000 CASH DISPENSERS (CDs) across the length and breadth of the country on an opex model daily charges per CASH DISPENSERS (CDs) basis. The 4000 CDs are required to be installed by December 2020	Considering the current challenges due to COVID-19, Bank need to rework on the timelines	No change in RFP terms
4	6	1.3	ATM Switch	ATM Switch	The Bank will arrange for the online feed from IST Switch to the Managed Service Centre of the Vendor to enable monitoring / management of the CDs deployed under the requirement of this RFP.	will be shared with the successful bidder
5	7	1.5	Schedule of Bid submission / Address for communication	Schedule of Bid submission / Address for communication Last Date and Time for Receipt at Bank of India Head office	Request Bank to Extend this date by atleast 2 weeks. Seeking multiple approvals for such huge projects requires sufficient time. Hence please postpone the submission date by atleast 2 weeks post upload of pre bid responses.	Last date for submission of RFP will be 04/08/2020 by 15.00 hours
6	7	1.5	Schedule of Bid submission / Address for communication	Schedule of Bid submission / Address for communication Last Date and Time for Receipt at Bank of India Head office	Request Bank to Extend this date by atleast 2 weeks. Seeking multiple approvals for such huge projects requires sufficient time. Hence please postpone the submission date by atleast 2 weeks.	Last date for submission of RFP will be 04/08/2020 by 15.00 hours
7	14	3.6	Part 3 - Eligibility Criteria	Part 3 - Eligibility Criteria	We request bank to consider Turnover of minimum Rs.100 Cr during last 3 year ie FY16-17, FY 17-18 and FY 18-19, since for FY 2019-20 the financials are not ready.	No change in RFP terms
8	14	3.6	Part 3 - Eligibility Criteria	The Bidder must have an average Turnover of minimum Rs.100 crore during last 04 (four) financial year(s) i.e. FY16-17, FY 17-18 and FY 18-19 and FY 2019-20 .	We request the bank to take balancesheet till FY19 as audit is not done for FY20 due to Covid lockdown	No change in RFP terms
9	14	3.7	Part 3 - Eligibility Criteria	The Bidder should be profitable organization (on the basis of profit before tax) during at least three of the last five financial years,i.e.2015-16, 2016-17, 2017-18 and 2018-19, 2019-20 Out of which, bidder must be profitable organization (on the basis Profit before tax) during any of the last two years 2018-19 or 2019-20. If the company is in existence for less than 5 years it should be in profit for last 2 years	We request bank to consider Profit before tax during last 3 year ie FY16-17, FY 17-18 and FY 18-19, since for FY 2019-20 the financials are not ready.	Eligibility Criteria (Part 3 point no 7): The Bidder should be profitable organization (on the basis of operating profit) during at least three of the last five financial years,i.e.2015-16, 2016-17, 2017-18 and 2018-19, 2019-20 Out of which, bidder must be profitable organization (on the basis operating profit) during any of the last two years 2018-19 or 2019-20. If the company is in existence for less than 5 years it should be in profit for last 2 years
10	14	3.7	Part 3 - Eligibility Criteria	company has been in the ATM deployment and Managed Services business since year 2012 and presently providing End-to-End ATM Services for around 10,000 ATMs across the country including Bank of India. We are meeting all the qualification criteria to participate in this tender, except the "Profit before Tax". Hence, we request bank to consider the following guidelines on Public Procurement (Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated May 29, 2019; Preference to Make in India)by Govt of India : *Clause 10.b of vide GOI, Ministry of Commerce and Industry Department of Industrial Policy and Promotion "Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of supplier" Considering the above, we request bank to amend the clause as follows operating profit (EBITDA) instead of profit: "The Bidder should have Operating profit (on the basis of EBITDA) during at least three of the last five financial years,i.e.2015-16, 2016-17, 2017-18 and 2018-19, 2019-20 Out of which, bidder should have Operating profit (on the basis EBITDA) during any of the last two years 2018-19 or 2019-20. If the company is in existence for less than 5 years it should have Operating profit (on the basis of EBITDA) for last 2 years."	Part 3 Point no 7	Eligibility Criteria (Part 3 point no 7): The Bidder should be profitable organization (on the basis of operating profit) during at least three of the last five financial years,i.e.2015-16, 2016-17, 2017-18 and 2018-19, 2019-20 Out of which, bidder must be profitable organization (on the basis operating profit) during any of the last two years 2018-19 or 2019-20. If the company is in existence for less than 5 years it should be in profit for last 2 years
11	15	3.8	Part 3 - Eligibility Criteria	Minimum Net worth of the Bidder in India should be more than ₹ 100 crores as on 31st March 2020.	Minimum Net worth of the Bidder in India should be more than ₹ 100 crores as on 31st March 2019	No change in RFP terms
12	16	3.13	Part 3 - Eligibility Criteria	Name of the Bill Validator OEM Certificate from the OEM of Bill validation technology to bidder / OEM of CDs assuring that the support to the Bidder for licensed technology would be provided for the entire contract period	This is required for Cash Recycler , please clarify	Clause stands deleted

13	16	Note - 1	Part 3 - Eligibility Criteria	Either the CD manufacturer or their authorized distributor in India can directly Bid in the tender but both of them cannot bid for the same make.	Request Bank to clarify this clause. We request bank to modify this clause and help all the OEM as well other bidders to participate simultaneously for the same product. This will give bank & MSP the advantage of having different options.	No change in RFP terms
14	21	4.5.1.6	Documents Comprising the Bid	Audited/ Unaudited financial statement for the year 2019-20	Request the Bank to remove this line as bidder's financials for FY 2019-20 are still not audited	No change in RFP terms
15	25	4.11.4	Bid Security	A Bank guarantee issued by a Public Sector Bank in India (Other than Bank Of India), acceptable to the Bank, as per Format 8.11 provided in the Bid, valid for ninety days (90) days beyond the validity of the Bid. OR II. A Banker's Cheque / Demand Draft, issued by a Public sector Bank in India, drawn in favour of Bank of India payable in Mumbai	We request for A Banker's Cheque / Demand Draft, issued by a Public sector Bank/ Private Bank in India, drawn in favour of Bank of India payable in Mumbai	A Bank guarantee issued by a Public Sector Bank in India (Other than Bank Of India)/reputed Private sector Bank, acceptable to the Bank, as per Format 8.11 provided in the Bid, valid for ninety days (90) days beyond the validity of the Bid. OR II. A Banker's Cheque / Demand Draft, issued by a Public sector Bank in India, drawn in favour of Bank of India payable in Mumbai
16	25	4.9.4 4.9.5 4.9.6	Bid Prices	Prices quoted by the Bidder shall be fixed during Contract period and shall not be subject to variation on any account, including rate fluctuations, change in taxes, duties, levies, charges, etc. Prices quoted by the Bidder shall include all future upgradations as per Govt/Regulatory guidelines. Price shall include all costs and expenses towards assignment of all contracts (including rental agreement, transfer of assets (if any), networking, electrical and other service contracts, whether or not security deposit/advance rental is payable under any of the contracts.	Bidder shall, in its capacity as a service provider, comply with all existing regulatory/statutory guidelines/rules/laws as on date of submission of the bid, for delivery of services. Future regulatory or statutory guidelines shall be implemented by the bidder, upon payment of additional cost by the Bank. The bidder is not in a position to foresee the regulatory changes that may come in effect during the tenure of 7 years of contract and hence the cost cannot be factored at the bidding stage.	No change in RFP terms
17	25	4.9.5		Prices quoted by the Bidder shall include all future upgradations as per Govt/Regulatory guidelines.	Bidder will comply and fulfill all the regulatory/statutory guidelines as on date of RFP. For any future upgradation, Bidder may incur additional costs. Request the Bank to consider the same and amend the clause.	No change in RFP terms
18	25	4.9.6	Bid Prices	Bank's decision on the selection of sites, in case of relocation from existing site/s, shall be final and binding. No additional amount shall be paid except that envisaged under this RFP. Price shall include all costs and expenses towards assignment of all contracts (including rental agreement, transfer of assets (if any), networking, electrical and other service contracts, whether or not security deposit /advance rental is payable under any of the contracts. The bidder shall have the option whether or not to get the assignment of various contracts. But delay in installation shall not be condoned for computation of LD clause and/or other obligation under this RFP.	Bidders request bank to pay at mutually agreeable rates for relocation of existing sites as the relocation cost cannot be envisaged beforehand	No change in RFP terms
19	30	4.22.3	Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)	Applicability of Preference to Make in India, Order 2017 (PPP-MII Order) (b) If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1.	As per clause b Please Clarify how will 60:40 Allocation between L1 and L2 will on the Total Cost of Ownership quoted in the Reverse Auction be done - Please explain	please be guided by Make in India, Order 2017 (ppi-MII order) amended as on 04-06-2020
20	30	4.22.3	Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)	4.22.3 Applicability of Preference to Make in India, Order 2017 (PPP-MII Order) Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P- 45021/2/2017(BE-II) dated May 29, 2019, Further revised on 04-06-2020. Salient features are given below –	We request the bank that the Local content should considered at Indicative Bid Level	please be guided by Make in India, Order 2017 (ppi-MII order) amended as on 04-06-2020
21	32	4.24.2 4.25.1 4.25.3	Notification of Award / Letter of Intent Signing of Contract	Such successful bidders are required to accept the offer with 5 days of notification of aware of contract/receiving Letter of Intent. Upon receiving notification of award of contract/Letter of Intent the selected bidder/s within 15 days of acceptance of Letter of Intent shall sign the Contract Form as per Format 8.9 Failure of the successful Bidder to sign the contract and return it to the Bank within 15 days from the acceptance of LLetter of Intent shall constitute sufficient grounds for the annulment of aware and forfeiture of the Bid security.	The timeline specified under these clauses is too short. BIDDER would requests the Bank to extend the timeline a minimum of 15 days to accept Letter of Intent and 60 days to sign the contract form and 90 days to execute SLA. Further, BIDDER requests the Bank that the order shall not include any conditions other than the terms and conditions agreed by the BIDDER, and in considerate to the comments/queries stated herein and BIDDER's bid submissions.	No change in RFP terms
22	33	4.26.3	Security for performance	The proceeds of the Performance Security shall be payable to the Bank as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract. In the event of nonperformance of obligations the Bank shall invoke the Performance Bank Guarantee without notice or right of demur to the Vendor apart from the other provisions of cancelling the order in terms of the RFP.	Suggested Changes: Suggest to have a cure period of 30 days to be given to the Bidder by the Bank to cure the deficiency in services, before invoking the Performance Bank Guarantee or cancelling the order. Also, any amount will be levied only after the mutual discussion and consent of the Bidder.	No change in RFP terms
23	33	4.26.3		The proceeds of the Performance Security shall be payable to the Bank as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract. In the event of nonperformance of obligations the Bank shall invoke the Performance Bank Guarantee without notice or right of demur to the Vendor apart from the other provisions of cancelling the order in terms of the RFP	Before involving Bank Guarantee for any breach committed by the Service Provider, the Bank Notice notify the Vendor/Service Provider and giving cure period of 30 days to rectify and invokd the bank guarantee.	No change in RFP terms

24	34	4.29	Insurance	Insurance	Suggested Changes: a) Only transit insurance will be provided by the Bidder till the delivery of the machines and cash loaded into ATMs . Once the machine is delivered and the cash is replenished in the ATMs then the Bank shall be liable to obtain the insurance of the machine and the cash thereafter. b) Bidder shall not be responsible for any damage or loss to the machine once it is delivered to the Bank and to the cash once replenished in the ATMs. c) No reimbursement will be provided by the Bidder in case of cash loss and no interest shall be levied by Bank on the Bidder for the cash loss	No change in RFP terms
25	34	4.29	Insurance	4.29	The Vendor is responsible to reimburse the Bank the loss of Cash in transit, cash held in CD/ATM machine, cash held in Vault of CMA without waiting for settlement of Insurance claim. Such reimbursement should be done within 15 days of the incident. In case the Vendor does not reimburse such amount within 15 days, such cash loss will be recovered from the next payment due by the Bank to the Vendor along with 2% interest per month or part thereof	No change in RFP terms
26	34	4.29	Insurance	4.29	Vendor does not reimburse such amount within 15 days, such cash loss will be recovered from the next payment due by the Bank to the Vendor along with 2% interest per month or part thereof.	No change in RFP terms
27	34	4.31	Use of Contract Documents and Information	Use of Contract Documents and Information	BIDDER would requests the Bank that the use of documents, information and confidentiality obligations shall be mutual upon both the parties because the proposal and other documents submitted during the period of contract by BIDDER are confidential as the same being proprietary to BIDDER. BIDDER would like to clarify that ownership of the documents and proprietary information of the BIDDER shall remain as that of the BIDDER at all times.	No change in RFP terms
28	34	4.32	Patent Rights	In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims with respect to copyright, patents, trademark etc.	As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, we request the Bank to restrict indemnity to 3rd party claim of IP infringement to the extent same is made against the bank due to bank's use of Bidder's services. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim. with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the services and if none of these options are available, bidder shall be entitled to take the infringing services back and refund bank advance service fee if any paid by the bank. These are the sole remedy of Bank for any IP infringement claim.	No change in RFP terms
29	34	4.32	Patent Rights	Patent Rights	Bidder would like to clarify that the Bidder's liability with respect to all such third party claims in the clause shall be limited to court awarded damages.	No change in RFP terms
30	35	4.33		Inspection	Suggested Changes : Bank can carry out the inspection of any existing live installations and such cost of inspection will be borne by the Bank solely.	No change in RFP terms
31	35	4.34.1	Talking ATMs feature		Voice Guidance Support for the visually challenged should be strictly as per the IBA Guidelines issued in this regard vide circular No. CIR/RB/ATMVCP/6846 Feb. 27, 2013 and subsequent changes, if any." Voice guidance should be in English, Hindi and all major Indian Regional Languages included in Schedule VIII of Indian Constitution The Specifications and functionality is covered in Part 6 Technical and Functional Specifications of the RFP.	No change in RFP terms
32	35	4.34.3		In the event of non-compliance of the clause 4.34.1 and 4.34.2 of the clauses above, the Bank shall withhold release of the payment of monthly charges due to the Vendor for the ATMs which are made live till the time such feature is implemented	Suggested Changes - In no such event, Bank can withhold the payment of monthly charges	No change in RFP terms
33	36	4.35.1	Uptime calculation & Standard Exclusions	We request bank to consider to exclude the downtime on account of "Financial Transaction Declined" due to delayed Cash or Cash not provided by bank.	4.35	No change in RFP terms

34	36	4.35.1	Uptime calculation & Standard Exclusions	Situation where the small issues does not affect the main ATM/CD service should not counted as downtime. Please consider the clause as :. *Availability/Uptime should be for the end customer and the customer should be able to perform all transactions (financial & non-financial) that are supported on the ATM including generation of the receipt on completion of transaction, dispensing of cash of all denomination for which ATM is configured*.	4.35.1	No change in RFP terms
35	36	4.35.1	Uptime calculation & Standard Exclusions	Uptime is calculated as accessibility / availability of the CDs for all types of transactions supported on the CD/ATMs. Availability should be for the end customer and the customer should be able to perform all transactions (financial & non-financial) that are supported on the ATM including generation of the receipt on completion of transaction, dispensing of cash of all denomination for which ATM is configured.	Situation where the small issues does not affect the main ATM/CD service should not counted as downtime. Please consider the clause as :. *Availability/Uptime should be for the end customer and the customer should be able to perform all transactions (financial & non-financial) that are supported on the ATM including generation of the receipt on completion of transaction, dispensing of cash of all denomination for which ATM is configured*.	No change in RFP terms
36	36	4.35.1	Uptime calculation & Standard Exclusions	Uptime is calculated as accessibility / availability of the CDs for all types of transactions supported on the CD/ATMs. Availability should be for the end customer and the customer should be able to perform all transactions (financial & non-financial) that are supported on the ATM including generation of the receipt on completion of transaction, dispensing of cash of all denomination for which ATM is configured.	Situation where the small issues does not affect the main ATM/CD service should not counted as downtime. Please consider the clause as :. *Availability/Uptime should be for the end customer and the customer should be able to perform all transactions (financial & non-financial) that are supported on the ATM including generation of the receipt on completion of transaction, dispensing of cash of all denomination for which ATM is configured*.	No change in RFP terms
37	36	4.35.2	Uptime calculation & Standard Exclusions	Request Bank to ammend this caluse & consider 98% uptime over the network.	4.35.2	No change in RFP terms
38	36	4.35.2	Uptime calculation & Standard Exclusions	An uptime of minimum of 98% for each CD for a calendar month (excluding the month in which the CDs is installed) is required.	Request Bank to ammend this caluse & consider 98% uptime over the network.	No change in RFP terms
39	36	4.35.2	Uptime calculation & Standard Exclusions	An uptime of minimum of 98% for each CD for a calendar month (excluding the month in which the CDs is installed) is required.	Request Bank to ammend this caluse & consider 98% uptime over the network.	No change in RFP terms
40	36	4.35.3	Uptime calculation & Standard Exclusions	Uptime Calculation & Standard Exclusions		No change in RFP terms
41	36	4.35.3	Uptime calculation & Standard Exclusions	i. A maximum of 20 hours per month for performance of supervisory duties		No change in RFP terms
42	36	4.35.3	Uptime calculation & Standard Exclusions		Exclusion to be added	No change in RFP terms
43	36	4.35.3	Uptime calculation & Standard Exclusions	ii. Bank dependency, actual downtime due to cash out on account of non-supply of cash by the Bank	Power outage beyond battery backup hours, if alternate power source not available	No change in RFP terms
44	36	4.35.3	Uptime calculation & Standard Exclusions	iii. Bank dependency, actual downtime on account of ATM switch downtime	Vandalism, theft, fire, floods, strikes and other force majeure situations	No change in RFP terms
45	36	4.35.3	Uptime calculation & Standard Exclusions	iv. In case of non-availability of connectivity for on-site ATMs for reasons solely attributable to the Bank, where branch connectivity is not available, this exclusion shall be available.	Time required for preventive maintenance of assets once a quarter	No change in RFP terms
46	36	4.35.3	Uptime calculation & Standard Exclusions	v. Core Banking Solution Host outages	ATM down due to mandatory /scheduled actions like asset repair / replacement (on actuals), relocations (on actuals) etc.	No change in RFP terms
47	36	4.35.3	Uptime calculation & Standard Exclusions	vi. Any other cause directly affecting the downtime solely attributable to Bank's infrastructure including power outages	Night time exclusions for down calls raised in night time (8 P.M. to 8 A.M.)	No change in RFP terms
48	36	4.35.3	Uptime calculation & Standard Exclusions	vii. Lobby or captive ATMs not accessible beyond banking hours	Standard FLM and SLM TAT as agreed.	No change in RFP terms
49	36	4.35.3	Uptime calculation & Standard Exclusions	viii. Remote Branches – closed due to power or infrastructural issues	Network disconnection at Bank end and VSAT fluctuations due to weather conditions	No change in RFP terms
50	36	4.35.3	Uptime calculation & Standard Exclusions	ix. Closure is enforced by law enforcement / Police authorities	TAT Exclusion to be considered as per below table	No change in RFP terms

51	36	4.35.3	Uptime calculation & Standard Exclusions	4.35.3	Following are standard exclusions for calculation of monthly uptime / availability: i. A maximum of 20 hours per month for performance of supervisory duties ii. Bank dependency, actual downtime due to cash out on account of non-supply of cash by the Bank iii. Bank dependency, actual downtime on account of ATM switch downtime iv. In case of non-availability of connectivity for on-site ATMs for reasons solely attributable to the Bank, where branch connectivity is not available, this exclusion shall be available. v. Core Banking Solution Host outages vi. Any other cause directly affecting the downtime solely attributable to Bank's infrastructure including power outages vii. Lobby or captive ATMs not accessible beyond banking hours viii. Remote Branches – closed due to power or infrastructural issues ix. Closure is enforced by law enforcement / Police authorities x. Any other exclusion agreed by the bank (exclusions shall be available only when supporting documentary evidence is submitted)	No change in RFP terms
52	36	4.35.3	Uptime calculation & Standard Exclusions	Force Majeure	Missing in exclusion list, Please Consider exclusion for COVID like situation	No change in RFP terms
53	36	4.35.3	Uptime calculation & Standard Exclusions	Installation of ATM Delivery Channel is of critical importance for the Bank and therefore, it requires uptime availability of 98% calculated on monthly basis for each CD/CRMs. An uptime of minimum of 98% for each CD for a calendar month (excluding the month in which the CDs is installed) is required.	Bidder requests bank to reduce the uptime from 98% to 95% as per industry norms	No change in RFP terms
54	36	4.35.3	Uptime calculation & Standard Exclusions		120 minutes from the time machines goes down	No change in RFP terms
55	36	4.35.3	Uptime calculation & Standard Exclusions		180 minutes from the time machines goes down	No change in RFP terms
56	36	4.35.3	Uptime calculation & Standard Exclusions		240 minutes from the time machines goes down	No change in RFP terms
57	36	4.35.3	Uptime calculation & Standard Exclusions		360 minutes from the time machines goes down	No change in RFP terms
58	37	4.36	PENALTY FOR NON MAINTENANCE OF UP-TIME, CASH OUT, NON-MAINTENANCE OF HOUSEKEEPING, NOT PROVIDING CCTV FOOTAGE, IMPROPER MAINTAINENCE OF E SURVELLIENCE SYSTEMS	PENALTY FOR NON MAINTENANCE OF UP-TIME, CASH OUT, NON-MAINTENANCE OF HOUSEKEEPING, NOT PROVIDING CCTV FOOTAGE, IMPROPER MAINTAINENCE OF E SURVELLIENCE SYSTEMS	Suggested Changes - Penalty will be levied only after the mutual discussion and consent of the Bidder. Also, CCTV footage will be retained for a period of 90 days from the date of such captured video and can be provided to the bank on such request and not thereafter.	No change in RFP terms
59	37	4.36	PENALTY FOR NON MAINTENANCE OF UP-TIME, CASH OUT, NON-MAINTENANCE OF HOUSEKEEPING, NOT PROVIDING CCTV FOOTAGE, IMPROPER MAINTAINENCE OF E SURVELLIENCE SYSTEMS	PENALTY FOR NON MAINTENANCE OF UP-TIME, CASH OUT, NON-MAINTENANCE OF HOUSEKEEPING, NOT PROVIDING CCTV FOOTAGE, IMPROPER MAINTAINENCE OF E SURVELLIENCE SYSTEMS	The penalties are on higher side, request the Bank to reduce the penalty and add capping.	No change in RFP terms

60	37	4.36	PENALTY FOR NON MAINTENANCE OF UP-TIME, CASH OUT, NON-MAINTENANCE OF HOUSEKEEPING , NOT PROVIDING CCTV FOOTAGE, IMPROPER MAINTAINENCE OF E SURVELLIENCE SYSTEMS	4.36	PENALTY FOR NON MAINTENANCE OF UP-TIME, CASH OUT, NON-MAINTENANCE OF HOUSEKEEPING, NOT PROVIDING CCTV FOOTAGE, IMPROPER MAINTAINENCE OF E SURVELLIENCE SYSTEMS	No change in RFP terms
61	37	4.37	Non Payment for Zero Cash Withdrawal hits	Non Payment for Zero Cash Withdrawal hits	Suggested Change - Bank will not withhold the payment of the Bidder without mutual discussuon with the Bidder	No change in RFP terms
62	37	4.36.1	PENALTY FOR NON MAINTENANCE OF UP-TIME, CASH OUT, NON-MAINTENANCE OF HOUSEKEEPING , NOT PROVIDING CCTV FOOTAGE, IMPROPER MAINTAINENCE OF E SURVELLIENCE SYSTEMS	Penalties will be levied @ Rs 100/- per hour per ATM /CD for any downtime beyond 2 % in a month, after taking into account all the exclusions provided in the above paragraph calculated on a monthly basis.	After considering all exclusion, penalty Rs 50 Per ATM/ CD per hr for any downtime beyond 2% in month. Subjected to maximum cap 10% of the monthly charges for particular ATM/CD	No change in RFP terms
63	37	4.36.1	PENALTY FOR NON MAINTENANCE OF UP-TIME, CASH OUT, NON-MAINTENANCE OF HOUSEKEEPING , NOT PROVIDING CCTV FOOTAGE, IMPROPER MAINTAINENCE OF E SURVELLIENCE SYSTEMS	Bank is expecting an uptime of 98% which is practically feasible for some of the ATMs but not for all ATMs due to factors like ATMs deployed in Tier-3 and above area where the support services Turn-Around-Time is higher. Also, the Power availability in remote locations is also an challenge and battery backup would not be sufficient to provide 98% uptime. Hence, we request bank to revise this to 95% to Metros; 93% Urban and Semi-Urban, 90% for Rural Area. Also, the penalty of Rs.100/- per hour is at higher side and we request bank to change the penalty calculation on monthly % downtime slabs for respective area.	4.36.1	No change in RFP terms
64	37	4.36.1	PENALTY FOR NON MAINTENANCE OF UP-TIME, CASH OUT, NON-MAINTENANCE OF HOUSEKEEPING , NOT PROVIDING CCTV FOOTAGE, IMPROPER MAINTAINENCE OF E SURVELLIENCE SYSTEMS	Please consider the clause as :. *Penalties will be levied @ Rs 100/- per hour per ATM /CD limits upto @ Rs 500/- per day for any downtime beyond 2 % in a month, considering "item 4.35.3-uptime calculation & standard exclusion" calculated on a monthly basis. For example if the month has 30 days i.e. 720 hours, 20 hours will be deducted for Preventive Maintenance and Supervisory Time (assuming that there is zero downtime on account of non-supply of cash and the-non-operation of Switch). Of the remaining 700 hours, the bidder has to ensure that the downtime does not exceed 2% i.e. 14 hours in a month per ATM. For downtime exceeding 20+14 i.e. 34 hours in the month, penalty at the rate of Rs. 100 per hour will be levied.	4.36.1	No change in RFP terms
65	37	4.36.1	PENALTY FOR NON MAINTENANCE OF UP-TIME, CASH OUT, NON-MAINTENANCE OF HOUSEKEEPING , NOT PROVIDING CCTV FOOTAGE, IMPROPER MAINTAINENCE OF E SURVELLIENCE SYSTEMS	Penalties will be levied @ Rs 100/- per hour per ATM /CD for any downtime beyond 2 % in a month, after taking into account all the exclusions provided in the above paragraph calculated on a monthly basis. For example if the month has 30 days i.e. 720 hours, 20 hours will be deducted for Preventive Maintenance and Supervisory Time (assuming that there is zero downtime on account of non-supply of cash and the-non-operation of Switch). Of the remaining 700 hours, the bidder has to ensure that the downtime does not exceed 2% i.e. 14 hours in a month per ATM. For downtime exceeding 20+14 i.e. 34 hours in the month, penalty at the rate of Rs. 100 per hour will be levied.	Please consider the clause as :. *Penalties will be levied @ Rs 100/- per hour per ATM /CD limits upto @ Rs 500/- per day for any downtime beyond 2 % in a month, considering "item 4.35.3-uptime calculation & standard exclusion" calculated on a monthly basis. For example if the month has 30 days i.e. 720 hours, 20 hours will be deducted for Preventive Maintenance and Supervisory Time (assuming that there is zero downtime on account of non-supply of cash and the-non-operation of Switch). Of the remaining 700 hours, the bidder has to ensure that the downtime does not exceed 2% i.e. 14 hours in a month per ATM. For downtime exceeding 20+14 i.e. 34 hours in the month, penalty at the rate of Rs. 100 per hour will be levied.	No change in RFP terms

66	37	4.36.1	PENALTY FOR NON MAINTENANCE OF UP-TIME, CASH OUT, NON-MAINTENANCE OF HOUSEKEEPING , NOT PROVIDING CCTV FOOTAGE, IMPROPER MAINTAINENCE OF E SURVELLIENCE SYSTEMS	4.36.1 Penalties will be levied @ Rs 100/- per hour per ATM /CD for any downtime beyond 2 % in a month, after taking into account all the exclusions provided in the above paragraph calculated on a monthly basis. For example if the month has 30 days i.e. 720 hours, 20 hours will be deducted for Preventive Maintenance and Supervisory Time (assuming that there is zero downtime on account of non-supply of cash and the non-operation of Switch). Of the remaining 700 hours, the bidder has to ensure that the downtime does not exceed 2% i.e. 14 hours in a month per ATM. For downtime exceeding 20+14 i.e 34 hours in the month, penalty at the rate of Rs. 100 per hour will be levied.	Penalty proposed is very high & would request bank to reconsider	No change in RFP terms
67	37	4.36.2	PENALTY FOR NON MAINTENANCE OF UP-TIME, CASH OUT, NON-MAINTENANCE OF HOUSEKEEPING , NOT PROVIDING CCTV FOOTAGE, IMPROPER MAINTAINENCE OF E SURVELLIENCE SYSTEMS	The Vendor shall be charged penalty for Cash outs in any ATM due to the fault of the Vendor at the rate of Rs.1,000 per instance per ATM/CD for a continuous period of cash out for 4 hours or more time. For the purpose of charging penalty, non-availability of currency of all denominations that is all cassettes getting empty (for reason not attributable to the Bank) shall be treated as cash out. There will be no exclusions (other than standard exclusions) in this regard.	Penalty Amount to be reduce to Rs.200 , and unavoidable situation like natural calamities , Access issues (eg Road Block), Sudden local political strike / Local Band , Bank related issues (eg Less Cash / No Cash / Delay cash etc.) should be considered for exclusions	The Vendor shall be charged penalty for Cash outs in any ATM due to the fault of the Vendor at the rate of Rs.500 per instance per ATM/CD for a continuous period of cash out for 4 hours or part thereof. For the purpose of charging penalty, non-availability of currency of all denominations that is all cassettes getting empty (for reason not attributable to the Bank) shall be treated as cash out. There will be no exclusions (other than standard exclusions) in this regard.
68	37	4.36.3	PENALTY FOR NON MAINTENANCE OF UP-TIME, CASH OUT, NON-MAINTENANCE OF HOUSEKEEPING , NOT PROVIDING CCTV FOOTAGE, IMPROPER MAINTAINENCE OF E SURVELLIENCE SYSTEMS	Vendor shall be charged penalty @ Rs.500/ per day (from 4th day) for not providing CCTV footage within 3 days (from the date of request by the bank for providing specific ATM CCTV camera footages) or actual compensation paid to the customer/s , whichever is higher.	Penalty not acceptable for reason beyond AGS control, force majeure, Access issue, Bank dependency	Vendor shall be charged penalty @ Rs.300/ per day (from 4th day) for not providing CCTV footage within 3 days (from the date of request by the bank for providing specific ATM CCTV camera footages) or actual compensation paid to the customer/s , whichever is higher.
69	37	4.37.1	Non Payment for Zero Cash Withdrawal hits	Non Payment for Zero Cash Withdrawal hits	Non Payment for Zero Cash Withdrawal hits:- In the event of any CD registering Zero Cash withdrawal hits for 20 days (need not be on continuous basis) in a month, the Bank shall not release the payment due for that CD for that month. A day for this purpose will be reckoned as midnight to midnight starting at 0.0 hrs.	No change in RFP terms
70	37	4.37.1	Non Payment for Zero Cash Withdrawal hits	4.37 Non Payment for Zero Cash Withdrawal hits 4.37.1 In the event of any CD registering Zero Cash withdrawal hits for 20 days (need not be on continuous basis) in a month, the Bank shall not release the payment due for that CD for that month. A day for this purpose will be reckoned as midnight to midnight starting at 0.0 hrs.	We request the bank to do non payment if the zero hits are provenly attributable to the vendor	No change in RFP terms
71	38	4.39	Cap on penalty	The total Penalty recoverable for downtime that is not maintaining the uptime as per Service Level, cash outs attributable to the Vendor, delay in operationalization of services will be capped at 10% of the total payment due to the Vendor for under the Contract for the particular month. This Cap is not applicable for the following:- i. Zero Cash withdrawal hit ATMs under clause 4.37 of this RFP ii. Penalty for delay in operationalising / making live the Off-site /On-Site/E galleries CDs beyond the days stipulated in clause 4.38 above iii. Recovery from Vendor for the fine / penalty charged by RBI with respect to audit under Clause 4.45.2 iv. Non compliance of Regulatory guidelines as per Clause 5.1.k Page 39 of 174 BOI/HO/ IT –ADC/CD / 2020-21/2 01/07/2020 v. Recovery from the Vendor of the amount of transaction claim settlement done in the event of non-availability of EJ under Clause 5.2.1 of this RFP vi. Penalty for delay in preventative maintenance as per clause 5.8.4 vii. Ongoing monitoring of critical services as per clause 5.9.2 viii. Dues recoverable from the Vendor under Clause 5.10 (Cash Management, Replenishment and related services) of this RFP. ix. Delay in EOD activity of ATM results in reconciliation arrears. Therefore for delay in daily EOD of ATM, vendor shall pay Rs.200/- per day per ATM for the delayed period as per clause 5.10.6 x. Recovery from the Vendor for disputed transactions settled / penalty paid due to the non-availability of camera footage as covered under clause 5.10.8	Suggested Changes - No penalty will be levied on such scenerio.	No change in RFP terms
72	38	4.39	Cap on penalty	The total Penalty recoverable for downtime that is not maintaining the uptime as per Service Level, cash outs attributable to the Vendor, delay in operationalization of services will be capped at 10% of the total payment due to the Vendor for under the Contract for the particular month.	Request Bank to reduce the capping from 10% to 5 %. This will help us to to serve better.	No change in RFP terms

73	38	4.39	Cap on penalty	The total Penalty recoverable for downtime that is not maintaining the uptime as per Service Level, cash outs attributable to the Vendor, delay in operationalization of services will be capped at 10% of the total payment due to the Vendor for under the Contract for the particular month.	The total Penalty recoverable for downtime that is not maintaining the uptime as per Service Level, cash outs attributable to the Vendor, delay in operationalization of services will be capped at 5% of the total payment due to the Vendor for under the Contract for the particular month.	No change in RFP terms
74	38	4.39	Cap on penalty	cap on penalty	CAP ON PENALTY: This Cap is not applicable for the following:- i. Zero Cash withdrawal hit ATMs under clause 4.37 of this RFP ii. Penalty for delay in operationalising / making live the Off-site /On-Site/E galleries CDs beyond the days stipulated in clause 4.36 above iii. Recovery from Vendor for the fine / penalty charged by RBI with respect to audit under Clause 4.45.2 iv. Non compliance of Regulatory guidelines as per Clause 5.1.k Recovery from the Vendor of the amount of transaction claim settlement done in the event of non-availability of E.J under Clause 5.2.1 of this RFP. vi. Penalty for delay in preventative maintenance as per clause 5.8.4 vii. Ongoing monitoring of critical services as per clause 5.9.2 viii. Dues recoverable from the Vendor under Clause 5.10 (Cash Management, Replenishment and related services) of this RFP. ix. Delay in EOD activity of ATM results in reconciliation arrears. Therefore for delay in daily EOD of ATM , vendor shall pay Rs.200/- per day per ATM for the delayed period as per clause 5.10.6 x. Recovery from the Vendor for disputed transactions settled / penalty paid due to the non-	No change in RFP terms
75	38	4.39	Cap on penalty	The total Penalty recoverable for downtime that is not maintaining the uptime as per Service Level, cash outs attributable to the Vendor, delay in operationalization of services will be capped at 10% of the total payment due to the Vendor for under the Contract for the particular month.	The total Penalty recoverable for downtime that is not maintaining the uptime as per Service Level, cash outs attributable to the Vendor, delay in operationalization of services will be capped at 5% of the total payment due to the Vendor for under the Contract for the particular month.	No change in RFP terms
76	38	4.39	Cap on penalty	The total Penalty recoverable for downtime that is not maintaining the uptime as per Service Level, cash outs attributable to the Vendor, delay in operationalization of services will be capped at 10% of the total payment due to the Vendor for under the Contract for the particular month.	Request that capping be brought to 5%	No change in RFP terms
77	38	4.39	Cap on penalty	The total Penalty recoverable for downtime that is not maintaining the uptime as per Service Level, cash outs attributable to the Vendor, delay in operationalization of services will be capped at 10% of the total payment due to the Vendor for under the Contract for the particular month.	To be capped at 10% or INR xxxx whichever is lesser.	No change in RFP terms
78	38	4.39	Cap on penalty		to be capped at 10% up to the extent of INR xxxx against the payable value of that particular month.	No change in RFP terms
79	38	4.38.2	Commissioning the CDs and operationalising services	4.38.2 The Vendor shall be responsible for operationalising all the services stipulated under this RFP as under:- a. On-Site ATM should be operationalised / made live within 20 days from the date of Site Handover by Bank. b. Off-Site ATM should be operationalised / made live within 30 days from the date of Site location clearance / approval by the respective Zonal office Provided that the date of operationalizing shall not be beyond 31/12/2020 for (a) and (b) above.	4.38.2 The Vendor shall be responsible for operationalising all the services stipulated under this RFP as under:- a. On-Site ATM should be operationalised / made live within 40 days from the date of Site Handover by Bank. b. Off-Site ATM should be operationalised / made live within 45 days from the date of Site location clearance / approval by the respective Zonal office Provided that the date of operationalizing shall not be beyond 31/12/2020 for (a) and (b) above.	4.38.2 The Vendor shall be responsible for operationalising all the services stipulated under this RFP as under:- a. On-Site ATM should be operationalised / made live within 30 days from the date of Site Handover by Bank. b. Off-Site ATM should be operationalised / made live within 30 days from the date of Site location clearance / approval by the respective Zonal office Provided that the date of operationalizing shall not be beyond 31/12/2020 for (a) and (b) above.
80	38	4.38.3	penalty for delay in operationalising services	Penalty for Delay in Operationalising the Services	Suggested Changes: Suggest to have a cure period of 30 days to be given to the Bidder by the Bank to cure the delay in operationalising the services before charging any penalty on Bidder. Also, any amount will be levied only after the mutual discussion and consent of the Bidder.	No change in RFP terms
81	38	4.38.3	penalty for delay in operationalising services	4.38.3	Penalty for Delay in Operationalising the Services: In case of delay in making live the CDs beyond the days stipulated above, the Vendor shall be charged penalty at Rs. 1000/- per day which will be recovered for delay in operationalising / making live the Off-site /On-Site/E galleries CDs beyond the days stipulated as above.	No change in RFP terms
82	38	4.38.3	penalty for delay in operationalising services	Penalty for Delay in Operationalising the Services In case of delay in making live the CDs beyond the days stipulated above, the Vendor shall be charged penalty at Rs. 1000/- per day which will be recovered for delay in operationalising / making live the Off-site /On-Site/E galleries CDs beyond the days stipulated as above.	The penalties are on higher side, request the Bank to reduce the penalty and add capping.	No change in RFP terms
83	38	4.38.4	Commissioning the CDs and operationalising services	Consumables are required to be replenished well before it gets over. Penalty : Rs.1000/- per incident shall be levied if consumable are not made available within four hour from the time information available in Online Monitoring Solution or complaint lodged by Bank official in this regard.	FLM TAT and Access timing to be considered while calculating penalty. Acceptable penalty amount should be 500 per incident	Consumables are required to be replenished well before it gets over. Penalty : Rs.500/- per incident shall be levied if consumable are not made available within four hour from the time information available in Online Monitoring Solution or complaint lodged by Bank official in this regard.

84	38	4.39	Cap on penalty	The total Penalty recoverable for downtime that is not maintaining the uptime as per Service Level, cash outs attributable to the Vendor, delay in operationalization of services will be capped at 10% of the total payment due to the Vendor for under the Contract for the particular month.	The total Penalty recoverable for downtime that is not maintaining the uptime as per Service Level, cash outs attributable to the Vendor, delay in operationalization of services will be capped at 5% of the total payment due to the Vendor for under the Contract for the particular month.	No change in RFP terms
85	39	4.39	Cap on penalty	ix. Delay in EOD activity of ATM results in reconciliation arrears. Therefore for delay in daily EOD of ATM , vendor shall pay Rs.200/- per day per ATM for the delayed period as per clause 5.10.6	Request the eod penalty be reduced to INR 50	Delay in EOD activity of ATM results in reconciliation arrears. Therefore for delay in daily EOD of ATM , vendor shall pay Rs.100/- per day per ATM for the delayed period as per clause 5.10.6
86	39	4.40.2	Takeover of Assets on expiry of the contract period	a. The Bank reserves the right to audit such fixed assets register through its internal/external auditors.	Suggested Changes - The cost of audit will be borne by the Bank	No change in RFP terms
87	40	4.41.1	Termination of Contract	Termination of Contract	Bank reserves the right to cancel the entire / unexecuted part of the Contract awarded at any time without assigning appropriate reasons	No change in RFP terms
88	40	4.41.1	Termination of Contract	Termination of Contract: Bank reserves the right to contract the entire/unexecuted part of the Contract awarded at any time without assigning appropriate reasons in the event of one or more of the following conditions:.....	Bidder requests Bank to delete the phrase "at any time without assigning appropriate reasons" and to modify the clause as "Bank reserves the right to contract the entire/unexecuted part of the Contract in the event of one or more of the following conditions and the Bidder fails to remedy the default/delay within 45 days of receipt of notice to rectify such default/delay....." It clarify Bank that it would be reasonable on the part of Bank to provide sufficient cure period for any default/delay. In the spirit of commercial contract, any termination rights of parties under the agreement be only for cause with sufficient notice and not for convenience	No change in RFP terms
89	40	4.41.2	Termination of Contract	In addition to the cancellation of contract awarded, the Bank reserves its right to invoke the Performance Bank Guarantee given by the Bidder	Suggested Changes: Suggest to have a cure period of 30 days to be given to the Bidder by the Bank to cure the deficiency in services before invoking the Bank Guarantee.	In addition to the cancellation of contract awarded, the Bank reserves its right to invoke the Performance Bank Guarantee given by the Bidder - 7 days time will be given to the bidder by Bank to rectify the deficiencies in services, before invoking the guarantee
90	40	4.41.3	Termination of Contract	In case of breach of contract on part of the Vendor or the Bank, the affected party shall serve notice of breach on the other party. The party committing the breach shall, within 90 days of service of such notice take adequate steps to remedy the breach, failing which the affected party may enforce performance in accordance with applicable clauses of the Agreement.	Revision: the present termination clause is not clear, hence needs to be modified. The present version does not speak about the termination rights of the Vendor for breach by the Bank.	No change in RFP terms
91	40	4.41.4	Termination of Contract	Upon breach of contract and after the expiry of the notice period, if the Vendor fails to improve the performance and/or, does not take steps to remedy the breach, the Bank will be compelled to initiate takeover of assets.	Suggested Changes - Bank will not initiate to takeover the assets of the Bidder without mutual discussion and consent of the Bank	No change in RFP terms
92	40	4.41.4	Termination of Contract	a. The value payable by the Bank to the Vendor will be depreciated amount of the fixed assets like CD machine, UPS, AC, VSAT, E surveillance systems etc. as on the date of notice. The applicable rate of depreciation would be @20% p.a. for the invoice value of fixed assets inclusive of taxes, calculated on straight line method. (However, the Vendor may apply its own depreciation rate and method for maintaining its books of accounts internally).	We request the bank to do depreciation across 7 years and not 5 years so that there is salvage value available till the end of the seven year contract.	No change in RFP terms
93	40	4.41.5	Termination for Insolvency	Termination for Insolvency	Suggested Changes - Bank shall pay all outstanding payment to the Bidder till the last date of termination.	No change in RFP terms
94	41	4.42	Review Meeting	Review Meeting	Suggested Changes - We too require the right to conduct review meeting and terminate the contract if bank is not making the payments even after the cure period of 90 days	No change in RFP terms
95	41	4.43	Force Majeure	Force Majeure	Request Bank to include lockdown, curfew, pandemic categories under Force Majeure and to delete the phrase "Notwithstanding above, the decision of the Bank shall be final and binding on the Vendor." In the interest of both parties, any decision between parties to be mutually agreed.	No change in RFP terms
96	41	4.45	Audit	Audit	Suggested Changes - The Bank can audit cash in vault, cash in CDs, the software, Hardware IT infrastructure and services and such cost will be borne by the Bank	No change in RFP terms
97	41	4.41.5	Termination for Insolvency	4.41.5	Termination for Insolvency The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.	No change in RFP terms
98	41	4.42.1	Review Meeting	a. Bank will hold meetings to review the managed services including that of Cash Management delivered by the Vendor as well as uptime of the ATMs and sensitise the Vendor about Bank's concern. The Bank's concern will also be informed by email to the Vendor. The Vendor would be allotted Reasonable time period to improve the performance. The Vendor will be given notice of period of 90 days for cancellation of the contract.	The Bank says if the Vendor fails to perform the contract, then the Bank is entitled to terminate the contract 90 days Notice. However, we need a cure period of 90 days before terminating the Agreement.	No change in RFP terms

99	42	4.43.2	Force Majeure	4.43.2	In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of 90 days, the Bank and the Vendor shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Vendor.	No change in RFP terms
100	42	4.45.1	Audit	4.45.1 The bank at its discretion shall audit cash in vault, cash in CDs, the software, Hardware IT infrastructure and services delivered by the Vendor by its internal/external auditors. The Vendor is required to facilitate the same at no additional cost.	Bank Query: Please raise query withbank to intimate us at least 5-7 business days prior of cshduing an audit.	No change in RFP terms
101	42	4.45.2	Audit	The Bank, RBI, auditors (both internal or external), and other authorities engaged by the Bank and/or RBI shall be authorized to make inquiries and audit, the Vendor's compliance with the provisions of this Service Level Agreement (pursuant to the award of contract under this RFP) or other regulatory/Bank's policy compliance requirements related to ATM/CD operations and the Vendor agrees to provide the Bank with such information and access for audit as requested for by the Bank, RBI, auditors both internal or external, engaged by the Bank and/or RBI and/or any regulatory or statutory authority.	We request the Bank to share the applicable Bank Policies to this contract with us for its review and agreement.	will be shared with the successful bidder
102	43	4.46	Indemnity	4.46.1 The Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from any actions of the employees or subcontractors, agents of the Vendor. 4.46.2 The Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the hardware and software used by them. 4.46.3 Any loss/damage/costs suffered by the Bank on account of any third party liability attributable directly to the equipment deployed by the Vendor and/or its Services shall be borne/reimbursed by the Vendor. The Bank disclaims any liability or responsibility in this regard. In addition to the above, if any wrong or fraudulent withdrawal is found to be effected, attributable to the software / hardware of the CDs and/or any other equipment of the Vendor, the Vendor shall be liable for the direct consequences thereof.	As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, we request the Bank to restrict indemnity to 3rd party claim to the extent same is relating to (a) death, personal injury caused due to gross negligence or willful misconduct of bidder while delivering service; and (b) IP infringement claim to the extent same is made against the bank due to bank's use of Bidder's services. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim, with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the services and if none of these options are available, bidder shall be entitled to take the infringing solution back and refund bank service fee is any paid by the bank in advance. These are the sole remedy of Bank for any claim.	No change in RFP terms
103	43	4.46	Indemnity	4.46	Indemnity	No change in RFP terms
104	43	4.47	Compliance with Statutory & Regulatory provisions	It shall be the sole responsibility of the Vendor to comply with all statutory and regulatory provisions while delivering / undertaking the services mentioned in this RFP without any additional cost to the Bank. The vendor must ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing the Managed Services scoped under the RFP. Vendor has to comply following advisory/guidelines issued by RBI/IBA/GOI and any further modifications and new advisories issued during the contract period.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory changes and future changes from Card Network, NPCI rules/requirement changes and corresponding impact/changes to be done to the services thus Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations and Card Network/NPCI rules/requirements shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	No change in RFP terms
105	43	4.46.2	Indemnity	The Vendor shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from any actions of the employees or subcontractors, agents of the Vendor	The Indemnity provided herein is one-sided. Here, we propose to have mutual indemnity clause	No change in RFP terms
106	43	4.47.10	Compliance with Statutory & Regulatory provisions	10. Voice Guidance Support for the visually challenged should be strictly as per the IBA Guidelines issued in this regard vide circular No. CIR/RB/ATM/CP/6846 Feb. 27, 2013 and subsequent changes, if any." Voice guidance should be in English, Hindi and all major Indian Regional Languages included in Schedule VIII of Indian Constitution	Business Operations team to please confirm whether ATM supports regional language or not.	No change in RFP terms
107	44	4.47.11	Compliance with Statutory & Regulatory provisions	To support this clause BANK should support external connection between UIDAI/RBI/IBA/Finger Server/Others using VPN including hardware. Please consider the clause as :. "Manage/ perform the RD services (Device Registration, Key-Exchange/ Rotation Activity, etc.) as per the guidelines or directives received from UIDAI titled "AADHAAR REGISTERED DEVICES TECHNICAL SPECIFICATION - VERSION 2.0 (REVISION 1)" dated February 2017 or any amendments/ updates thereto, instructions/ guidelines of UIDAI/ RBI/ IBA regarding biometric authentication, in relation to the Fingerprint Biometric devices supplied with the ATMs/ CDs for the length of the contract, at no additional cost to the Bank etc.) for the RD services (incl. Key - Exchange/ Rotation)".	4.47/a/11	No change in RFP terms

108	44	4.47.11	Compliance with Statutory & Regulatory provisions	Manage/ perform the RD services (Device Registration, Key-Exchange/ Rotation Activity, etc.) as per the guidelines or directives received from UIDAI titled "AADHAAR REGISTERED DEVICES TECHNICAL SPECIFICATION - VERSION 2.0 (REVISION 1)" dated February 2017 or any amendments/ updates thereto, instructions/ guidelines of UIDAI/ RBI/ IBA regarding biometric authentication, in relation to the Fingerprint Biometric devices supplied with the ATMs/ CDs for the length of the contract, at no additional cost to the Bank etc.) for the RD services (incl. Key - Exchange/ Rotation) is to be provided and maintained by the Endpoint Provider/ OEM, at no additional cost to the Bank. The infrastructure (HW, SW, HSM, etc.) for the RD services (incl. Key- Exchange/ Rotation) is to be provided and maintained by the OEM, at no additional cost to the Bank.	To support this clause BANK should support external connection between UIDAI/RBI/IBA/Finger Server/Others using VPN including hardware. Please consider the clause as : "Manage/ perform the RD services (Device Registration, Key- Exchange/ Rotation Activity, etc.) as per the guidelines or directives received from UIDAI titled "AADHAAR REGISTERED DEVICES TECHNICAL SPECIFICATION - VERSION 2.0 (REVISION 1)" dated February 2017 or any amendments/ updates thereto, instructions/ guidelines of UIDAI/ RBI/ IBA regarding biometric authentication, in relation to the Fingerprint Biometric devices supplied with the ATMs/ CDs for the length of the contract, at no additional cost to the Bank etc.) for the RD services (incl. Key - Exchange/ Rotation)".	No change in RFP terms
109	44	4.47.12	Compliance with Statutory & Regulatory provisions	Vendor should comply all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc. as required by Bank, RBI, Govt etc.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory changes and future changes from Card Network, NPCI rules/requirement changes and corresponding impact/changes to be done to the services thus Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations and Card Network/NPCI rules/requirements shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	No change in RFP terms
110	44	4.47.12	Compliance with Statutory & Regulatory provisions	4.47	12. Vendor should comply all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc. as required by Bank, RBI, Govt etc	will be shared with the successful bidder
111	44	4.47.5	Compliance with Statutory & Regulatory provisions	For cassette swaps in ATMS RBI Circular RBI/2017-18/ DCM (Plg.) No.3641/10.25.007/201/2017-18 dated 12th April 2018	MSP will implement cassette swap when the CRAs are ready with the infrastructure. Also need clarity on the process for non-vaulting locations	No change in RFP terms
112	44	4.48.1	Taxes & Duties	The Vendor shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning.	GST point is not included. Hence, we propose to include the GST payment by the Bank for the services rendered under this Agreement	No change in RFP terms
113	45	4.49	Assignment	Assignment	Request Bank shall not unreasonably withhold permission without any reason.	No change in RFP terms
114	45	4.51	Replacement of CD machine with recurring issues	c. If there is a delay in replacement of the aforesaid CDs, viz. not replaced within the stipulated period of one month, Bank will withhold payment of monthly charges for such CDs till they are replaced. However, Bank will continue to use those CDs, so as not to inconvenience the customers	Suggested Changes - Bank shall not withhold the payment of monthly charges	No change in RFP terms
115	46	5.1	CD machines procurement, installation and maintenance	Any delay in certifying the ATM by Bank's Switch vendor to be considered for exclusion for deployment penalty.	5.1	No change in RFP terms
116	46	5.1	CD machines procurement, installation and maintenance	CD machines procurement, installation and maintenance	The CDs deployed should be certified for IST ATM Switch being used by the Bank. The cost of such certification will be borne by the Vendor.	No change in RFP terms
117	47	5.1	CD machines procurement, installation and maintenance	k. CDs deployed should comply with RBI, IBA, EMV, VISA, MASTER, NPCI guidelines. If any new guidelines are issued by these organisations, the Bidder / vendor shall arrange for its compliance / up gradation and bear the cost for the same during the entire contract period. In case of noncompliance, if the bank incurs any liability/payment, the same shall be recovered from the vendor	Bidder will comply and fulfill all the regulatory/statutory guidelines as on date of RFP. For any future upgradation, Bidder may incur additional costs. Request the Bank to consider the same and amend the clause.	No change in RFP terms
118	47	5.1	CD machines procurement, installation and maintenance	i. Bidder should provide the feature at each CD which will enable visually challenged person to operate CD machine independently for cash deposit, Cash Withdrawal, Balance Enquiry and PIN change operations	This RFP is for ATM machines need to remove Cash Deposit option. Request the Bank to update the same.	Bidder should provide the feature at each CD which will enable visually challenged person to operate CD machine independently for Cash Withdrawal, Balance Enquiry and PIN change operations
119	47	5.1	CD machines procurement, installation and maintenance	e. Bidder should ensure that customization / changes in settings at CD level, if any, are completed to communicate with Switch and ATM network for the existing / proposed Card based as well as Cardless transactions without any cost to the Bank. Such customisation / changes are expected to be rolled out at all ATMs by the Vendor within one month of the sign off by the Bank	While we agree to ensure that settings of CD communicates with Switch existing as on date of submission of bid, it is not possible for the bidder to envisage change in switch that bank may choose to make in future and corresponding changes to be done to the CD, thus we request that bidder should be liable for ensuring that CD communicates with Switch existing as on date of submission of bid and compliance to any change in switch shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No change in RFP terms
120	47	5.1	CD machines procurement, installation and maintenance	g	During the contract period if required Receipt printing facility in local language shall be provided at no additional cost. Text to be printed on receipts will be given by the Bank	No change in RFP terms
121	47	5.1	CD machines procurement, installation and maintenance	i	Bidder should provide the feature at each CD which will enable visually challenged person to operate CD machine independently for cash deposit, Cash Withdrawal, Balance Enquiry and PIN change operations	No change in RFP terms

122	48	5.2	Centralised electronic journal	5.2.1.b	The CDs deployed should be compatible with the EJ pulling software agents such as Tranxlt/SDMS/Radia/Infobase etc. and /or with any other EJ pulling agent that may be selected by the Vendor for deployment from time to time.	No change in RFP terms
123	48	5.2.1	Centralised electronic journal	d. CD-wise EJs should be stored in the EJ server of the Vendor at a centralized location for minimum period of 12 months.	Request the Bank to amend the clause as "CD-wise EJs should be stored in the EJ server of the Vendor at a centralized location for minimum period of 6 months."	No change in RFP terms
124	48	5.2.1	Centralised electronic journal	5.2.1.f	The Vendor should provide EJ viewer facility to the Bank.	No change in RFP terms
125	48	5.2.1	Centralised electronic journal	Electronic Journal (EJ)	It is assumed that there will be only single EJ agent installed at ATM and EJ pulling will done once in a day, during 0:00 hrs to 7:00 hrs. Please confirm	No change in RFP terms
126	48	5.2.1	Centralised electronic journal	g. In case of settlement of any claim of the Cardholder by the Bank in the event of nonavailability of EJ for the same, the Bank reserves the right to recover the amount of transaction claim from the Vendor even though JP is provided to the Cash providing branch	If EJ is provided, Bidder will not accept any Deduction/Penalty for below errors on EJs 1) Power Interruption during dispense. 2) Transaction Skip 3) Host Transaction Timedout 4) Successful Transaction For old transaction more than 1 year, Bidder will not accept any deduction/penalty for non availability of EJ. Request the Bank to consider the same.	No change in RFP terms
127	48	5.2.1	Centralised electronic journal	g. In case of settlement of any claim of the Cardholder by the Bank in the event of non-availability of EJ for the same, the Bank reserves the right to recover the amount of transaction claim from the Vendor even though JP is provided to the Cash providing branch.	In case of recovery if EJ not available : It should be done only after Reconciliation of CBR, Switch and Host. If JP is provided then there is no recoveries	No change in RFP terms
128	48	5.2.1	Centralised electronic journal	f. The Vendor should provide EJ viewer facility to the Bank.	"EJ viewer facility" is it off line or online?	both
129	49	5.2.2	Content Management	j. If Bank desires to revamp the Screens and roll out of which necessitates site visit for deployment of the same, the Vendor shall not charge any additional fees/ charges for this activity	This can be discussed and done based on mutually agreed price.	No change in RFP terms
130	49	5.2.2	Content Management	h. The solution should be capable of centralized distribution of antivirus patches, software upgrades and patches to the ATMs	Please share the patch size and frequency of patch distribution	No change in RFP terms
131	49	5.2.2	Content Management	5.2.2.b	Solution for remote loading of ATM screens and Software distribution should be available and the activity should be carried out by the bidder/vendor free of cost. The Bank will not provide any software/agent for the same nor pay for these agents separately.	No change in RFP terms
132	49	5.2.2	Content Management	5.2.2.b	The Bank will provide the ATM screens which should be installed at all the ATMs managed by the Vendor at no additional cost to the bank. Similarly, the Vendor is also required to remove or replace the screens based on the instructions of the bank at no additional cost to the Bank.	No change in RFP terms
133	49	5.2.2	Content Management	5.2.2.h	The solution should be capable of centralized distribution of antivirus patches, software upgrades and patches to the ATMs.	No change in RFP terms
134	49	5.2.2	Content Management	Content Management-	Please share the content file size and frequency of content distribution	No change in RFP terms
135	49	5.2.2	Content Management	The solution should be capable of centralized distribution of antivirus patches, software upgrades and patches to the ATMs	Please share the patch size and frequency of patch distribution	No change in RFP terms
136	49	5.2.2	Content Management	m. The connectivity with back up arrangement between the Vendor's Managed Service center and Data Center (of BOI DC and DR) shall be provided by the Bidder at no extra cost to the Bank.	The connectivity till bank DC/DR is responsibility of Bidder while taking inside DC/DR is bank responsibility.	No change in RFP terms
137	49	5.2.2	Content Management	h. The solution should be capable of centralized distribution of antivirus patches, software upgrades and patches to the ATMs.	Since the bank is already opting for TSS as per RBI guidelines so there is no need to antivirus.	No change in RFP terms
138	49	5.2.2	Content Management	Content Management-	Request to share the content file size and frequency of content distribution	No change in RFP terms
139	49	5.2.2	Content Management	c. The Bank will provide the ATM screens which should be installed at all the ATMs managed by the Vendor at no additional cost to the bank. Similarly, the Vendor is also required to remove or replace the screens based on the instructions of the bank at no additional cost to the Bank	For more than 5 screens, additional charges would be required.Request the Bank to consider the same.	No change in RFP terms
140	49	5.2.2	Content Management	h. The solution should be capable of centralized distribution of antivirus patches, software upgrades and patches to the ATMs	As per RBI mandent, application whitelisting need to be done and thus ATMs are not loaded with the Antivirus and Antivirus does not zero day attack. Antivirus patches/Software upgrade patches can not be done remotely.	No change in RFP terms
141	50	5.3.1	Networking for Connectivity of CDs	The Network connections shall have IPSec end-to-end encryptions configured at routers to ensure secure data transmissions and should support AES, 3DES, GCM, SHA2 or any latest encryption which bank may ask as per that day's requirement during the contract period.	From the clause, We understand that Bank requires that remote connectivity should support AES-GCM encryption algorithm, SHA-256 HMAC configuration as part of end to end IPSec requirement. Pls clarify and confirm	yes
142	50	5.3.1	Networking for Connectivity of CDs	The Network connections shall have IPSec end-to-end encryptions configured at routers to ensure secure data transmissions and should support AES, 3DES, GCM, SHA2 or any latest encryption which bank may ask as per that day's requirement during the contract period.	Please note the VSAT modem is capable to configure IPSEC tunnel with AES/ 3DES, 128 bit encryption. In this case we do not required router at each ATM location. In case IPSEC tunnel needs to be form with GCM and SHA2 the router will required at each ATM. Please reconfirm the IPSEC tunnel specification	will be shared with the successful bidder

143	50	5.3.3	Offsite CDs	Vendor should responsible to establish secured redadunt connectivity with Bank DC & DR to Vendor DC & DR . Vendor has to supply links ,routers at Bank DC & DR with redundancy and end to end IPSEC	Here can we use existing Hughes MOF conectivity ,where AGS DC & DR already have conectivity with Bank DC & DR with IPSEC . Or second option vendor has to establish seprate MPLS conectivity with Bank DC & DR to AGS DC & DR , in this Vendor will deploy Routers ,mpls links at Bank DC& DR	No change in RFP terms
144	50	5.3.3	Offsite CDs	Backhauls from Vsat ,CDMA providers HUB/NOC to Bank DC & DR with IPSEC should be responsible by Bidder Vendor . That too maintain Redundancy , from ATM to Bank DC & DR end to end IPSEC should be require	Here can we use existing redadunt Backhaul conectivity established by Vsat ,CMDA providers NOC/HUB to Bank DC & DR with IPSEC . And over same backhaul infra of Vsat ,CDMA providers can be use for end to end IPSEC from ATM to Bank DC & DR .	No change in RFP terms
145	50	5.3.3	Offsite CDs		Or We can have Backhauls from vsat ,cdma providers terminated at AGS DC & DR and route Bank Offsite ATMS traffic over AGS DC & DR to BANK DC & DR seprate established path . In this scenario IPSEC from ATM will end at AGS DC & DR and second IPSEC will build between AGS DC & DR to BANK DC & DR	No change in RFP terms
146	50	5.3.3	Offsite CDs	b. The vendor should provide reliable and uninterrupted connectivity for offsite CDs using leased line fiber/copper, MPLS, FF, UBR/ CDMA / VSAT. Newer technologies like WiMax, 4G, 5G etc. will also be acceptable subject to the clearance from Bank's Information Security Department. The sizing of bandwidth of leased line, VSAT, CDMA should be adequate to provide reliable and uninterrupted connectivity for Off-site CDs. Vendor should ensure that all the transactions carried on the CD are processed seamlessly.	To cater to the current requirement, we recommend that Bank should consider 16kbps bandwidth for VSAT connectivity at each ATM for smooth functioning of all the applications. This also helps each Bidder to consider the same size and cost the Bandwidth accordingly, else every one may consider different Bandwidth plans. Request Bank to kindly consider and confirm	No change in RFP terms
147	50	5.3.3	Offsite CDs	b. The vendor should provide reliable and uninterrupted connectivity for offsite CDs using leased line fiber/copper, MPLS, FF, UBR/ CDMA / VSAT. Newer technologies like WiMax, 4G, 5G etc. will also be acceptable subject to the clearance from Bank's Information Security Department. The sizing of bandwidth of leased line, VSAT, CDMA should be adequate to provide reliable and uninterrupted connectivity for Off-site CDs. Vendor should ensure that all the transactions carried on the CD are processed seamlessly.	Since Bank is looking for 7 year contract and during this period Bank may come up with new applications and security requirement which may demand higher Bandwidth per site. To cater this requirement it is required to discover the higher Bandwidth costs like 32Kbps and 64 Kbps. Request Bank to include the same.	No change in RFP terms
148	50	5.3.3	Offsite CDs	b. The vendor should provide reliable and uninterrupted connectivity for offsite CDs using leased line fiber/copper, MPLS, FF, UBR/ CDMA / VSAT. Newer technologies like WiMax, 4G, 5G etc. will also be acceptable subject to the clearance from Bank's Information Security Department. The sizing of bandwidth of leased line, VSAT, CDMA should be adequate to provide reliable and uninterrupted connectivity for Off-site CDs. Vendor should ensure that all the transactions carried on the CD are processed seamlessly.	Will be there a need to have 2 ATMs at site? Should all VSAT/4Grouter /lease line routers have 2 on board LAN ports to connect 2 ATMs at site and avoid external switch which is generally a point of failure. Pls confirm.	No change in RFP terms
149	50	5.3.3	Offsite CDs	b. The vendor should provide reliable and uninterrupted connectivity for offsite CDs using leased line fiber/copper, MPLS, FF, UBR/ CDMA / VSAT. Newer technologies like WiMax, 4G, 5G etc. will also be acceptable subject to the clearance from Bank's Information Security Department. The sizing of bandwidth of leased line, VSAT, CDMA should be adequate to provide reliable and uninterrupted connectivity for Off-site CDs. Vendor should ensure that all the transactions carried on the CD are processed seamlessly.	Bank has mentioned 4G/5G connectivity as a media option for last mile conectivity. We understand that considering the security requirement Bank is looking for 4G/5G link with Private APN Network. Pls confirm.	No change in RFP terms
150	50	5.3.3	Offsite CDs	b. The vendor should provide reliable and uninterrupted connectivity for offsite CDs using leased line fiber/copper, MPLS, FF, UBR/ CDMA / VSAT. Newer technologies like WiMax, 4G, 5G etc. will also be acceptable subject to the clearance from Bank's Information Security Department. The sizing of bandwidth of leased line, VSAT, CDMA should be adequate to provide reliable and uninterrupted connectivity for Off-site CDs. Vendor should ensure that all the transactions carried on the CD are processed seamlessly.	Since Bank is looking for 7 year contract and during this period Bank may come up with new applications and security requirement which may demand higher Bandwidth per site. To cater this requirement it is required to discover the higher Bandwidth costs like 32Kbps and 64 Kbps. Request Bank to include the same.	No change in RFP terms
151	50	5.3.3	Offsite CDs	b. The vendor should provide reliable and uninterrupted connectivity for offsite CDs using leased line fiber/copper, MPLS, FF, UBR/ CDMA / VSAT. Newer technologies like WiMax, 4G, 5G etc. will also be acceptable subject to the clearance from Bank's Information Security Department. The sizing of bandwidth of leased line, VSAT, CDMA should be adequate to provide reliable and uninterrupted connectivity for Off-site CDs. Vendor should ensure that all the transactions carried on the CD are processed seamlessly.	Will be there a need to have 2 ATMs at site? Should all VSAT/4Grouter /lease line routers have 2 on board LAN ports to connect 2 ATMs at site and avoid external switch which is generally a point of failure. Pls confirm.	No change in RFP terms
152	50	5.3.3	Offsite CDs	b. The vendor should provide reliable and uninterrupted connectivity for offsite CDs using leased line fiber/copper, MPLS, FF, UBR/ CDMA / VSAT. Newer technologies like WiMax, 4G, 5G etc. will also be acceptable subject to the clearance from Bank's Information Security Department. The sizing of bandwidth of leased line, VSAT, CDMA should be adequate to provide reliable and uninterrupted connectivity for Off-site CDs. Vendor should ensure that all the transactions carried on the CD are processed seamlessly.	Bank has mentioned 4G/5G connectivity as a media option for last mile conectivity. We understand that considering the security requirement Bank is looking for 4G/5G link with Private APN Network. Pls confirm.	No change in RFP terms
153	50	5.3.3	Offsite CDs	b. The vendor should provide reliable and uninterrupted connectivity for offsite CDs using leased line fiber/copper, MPLS, FF, UBR/ CDMA / VSAT. Newer technologies like WiMax, 4G, 5G etc. will also be acceptable subject to the clearance from Bank's Information Security Department. The sizing of bandwidth of leased line, VSAT, CDMA should be adequate to provide reliable and uninterrupted connectivity for Off-site CDs. Vendor should ensure that all the transactions carried on the CD are processed seamlessly.	To cater to the current requirement, Hughes recommends that Bank should consider 16kbps bandwidth for VSAT connectivity at each ATM for smooth functioning of all the applications. This also helps each Bidder to consider the same size and cost the Bandwidth accordingly, else every one may consider different Bandwidth plans. Request Bank to kindly consider and confirm	No change in RFP terms

154	50	5.3.3	Offsite CDs	b. The vendor should provide reliable and uninterrupted connectivity for offsite CDs using leased line fiber/copper, MPLS, FF, UBR/ CDMA / VSAT. Newer technologies like WiMax, 4G, 5G etc. will also be acceptable subject to the clearance from Bank's Information Security Department. The sizing of bandwidth of leased line, VSAT, CDMA should be adequate to provide reliable and uninterrupted connectivity for Off-site CDs. Vendor should ensure that all the transactions carried on the CD are processed seamlessly.	Since Bank is looking for 7 year contract and during this period Bank may come up with new applications and security requirement which may demand higher Bandwidth per site. To cater this requirement it is required to discover the higher Bandwidth costs like 32Kbps and 64 Kbps. Request Bank to include the same.	No change in RFP terms
155	50	5.3.3	Offsite CDs	b. The vendor should provide reliable and uninterrupted connectivity for offsite CDs using leased line fiber/copper, MPLS, FF, UBR/ CDMA / VSAT. Newer technologies like WiMax, 4G, 5G etc. will also be acceptable subject to the clearance from Bank's Information Security Department. The sizing of bandwidth of leased line, VSAT, CDMA should be adequate to provide reliable and uninterrupted connectivity for Off-site CDs. Vendor should ensure that all the transactions carried on the CD are processed seamlessly.	We request the bank to define the minimum upload and download bandwidth.	No change in RFP terms
156	50	5.3.3	Offsite CDs	b. The sizing of bandwidth of leased line, VSAT, CDMA should be adequate to provide reliable and uninterrupted connectivity for Off-site CDs.	Request to state B/W required for offsite locations	No change in RFP terms
157	50	5.3.3	Offsite CDs	b. The vendor should provide reliable and uninterrupted connectivity for offsite CDs using leased line fiber/copper, MPLS, FF, UBR/ CDMA / VSAT. Newer technologies like WiMax, 4G, 5G etc. will also be acceptable subject to the clearance from Bank's Information Security Department. The sizing of bandwidth of leased line, VSAT, CDMA should be adequate to provide reliable and uninterrupted connectivity for Off-site CDs. Vendor should ensure that all the transactions carried on the CD are processed seamlessly.	To cater to the current requirement, Hughes recommends that Bank should consider 16kbps bandwidth for VSAT connectivity at each ATM for smooth functioning of all the applications. This also helps each Bidder to consider the same size and cost the Bandwidth accordingly, else every one may consider different Bandwidth plans. Request Bank to kindly consider and confirm	No change in RFP terms
158	51	5.3.3	Offsite CDs	d. Managed Services centre of the Bidder also need to be connected to banks' Data Centre and Disaster Recovery Centre Via dedicated Private Data link for monitoring purpose.	It is assumed that this link is not in Nelco scope. Please confirm	No change in RFP terms
159	51	5.3.3	Offsite CDs	c. Vendor should also arrange for backhaul (from service providers Bharti Airtel, Vodafone, TCL, Reliance JIO, Sify, Hughes, Tatanet, Railtel etc.) For connecting to the Bank's ATM Switch and DR at Bengaluru.	We trust bank will allow to use the existing service providers Backhaul links and upgrade to meet the RFP requirement. Pls confirm.	No change in RFP terms
160	51	5.3.3	Offsite CDs	d. The backhaul link each between Network service provider's Hub/NOC, to Bank's ATM Switch at Data center and Disaster Recovery Centre, Bengaluru should be configured with end to end IP Sec, should support AES, 3DES, GCM, SHA2 or any latest encryption which bank may ask as per that day's requirement during the contract period. Managed Services center of the Bidder also need to be connected to banks' Data Centre and Disaster Recovery Centre Via dedicated Private Data link for monitoring purpose.	Vendor will provide all necessary equipment's such as router switches to Bank DC/DR, however bank need to arrange internal cabling, X cable and space for installation of equipment's	No change in RFP terms
161	51	5.3.3	Offsite CDs	d. Managed Services centre of the Bidder also need to be connected to banks' Data Centre and Disaster Recovery Centre Via dedicated Private Data link for monitoring purpose.	It is assumed that this link is not in Nelco scope. Please confirm	Link in bidders scope
162	51	New Query	New Query	New Query	Bank is looking for higher uptimes at each site. Should bidder to provide primary and Back up connectivity at each site?	No change in RFP terms
163	51	New Query	New Query	New Query	Typically Single SIM can provide uptime of 95%. Shall bidder provide Dual SIM connectivity from alternate telco at each site to meet the required site uptime in case Bidder is offering 3G/4G connectivity at site	The same is subject to Information Security Clearance
164	51	New Query	New Query	New Query	We recommend Bank that 25% of the sites on VSAT should be on Ex-C band VSAT to cater to the rain prone/hilly zone areas. Please confirm	No change in RFP terms
165	52	5.4.1	Site implementation services	5.4.1 On-site CDs	"We request the bank to clarify in detail the scope of onsite ATM. It is not clear from the scope what is included and excluded from the scope. For e.g. in onsite ATMs: ϕ Bank will pay the site rental and lease will be in banks name Bank to take care of E-Surveillance and Housekeeping In case of 2nd ATM, vendor to do minor TIS work insurance of the ATM site to be the responsibility of the bank Bank will provide space for VSAT and roof rights"	No change in RFP terms
166	52	5.4.1.1	Site implementation services		Whether E-surveillance is has to be deployed for onsite locations?	yes
167	53	5.4.2	Site implementation services	Site implementation services	Rent for the Offsite Site will be borne by the Vendor. In case of an off-site CD when Bank desires / insists on any specific Site and rent of which is higher than Rs. 25,000 per month, the Bank will bear the additional amount (i.e. monthly amount more than Rs. 25,000) by reimbursing the same to the Vendor. In other words, the maximum rent expected to be borne by the Vendor for any Off-site Site is Rs. 25,000 per month and any excess amount than this will be reimbursed to the Vendor in their monthly billing.	No change in RFP terms
168	53	5.4.2	Site work specifications	Bank will indicate broad area of the city, name of district, etc. The Bank's prior approval is required to be obtained by the Vendor before finalization of the location. Zonal Office (ZO) concerned under whose jurisdiction the proposed CD falls will be required and in normal course, will be extended within one week of the Vendor intimating the identified site details. Only after Bank's approval, the Vendor may proceed with the site implementation and CD installation	This point contradicts Pt. 1.4 (Pg 6) which states - "Site for Off-site CDs in areas / locations desired by the Bank should be finalized in its entirety by the Vendor. The areas covered for installation of Off-site CDs would also comprise of Metropolitan, Urban, Semi-urban and Rural locations, at existing locations or that is in close proximity to the existing ones." Request clarification	The term existing ones refers to the present locations where our ATMs are presently placed.

169	54	5.4.3	Site work specifications	Drilling 10"-12" holes in the flooring and hammering metal sleeves in these holes. Putting in Anchor fasteners - min. 8" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding.(exception may be provided in highly secure areas, if RBI guidelines permit the same.)	Please consider the clause as :. "Drilling 10"-12" holes in the flooring and hammering metal sleeves in these holes. Putting in Anchor fasteners/ chemical grouting - min. 8" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite/loctite) on the bolt threading and nut for improved bonding.(exception may be provided in highly secure areas, if RBI guidelines permit the same.)	Drilling 10"-12" holes in the flooring and hammering metal sleeves in these holes. Putting in Anchor fasteners - min. 8" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite/loctite or equivalent) over the finished bolt positions for improved bonding.(exception may be provided in highly secure areas, if RBI guidelines permit the same.)
170	54	5.4.3	Site work specifications	9. Vinyl made of appropriate Size for the site at Off-site locations.	Suggestion- Mention Brand Make Name of Vinyl-LG Hausys If material brand would not mention by the Bank in the specifications, then vendors will use any low quality material or chinese Material for this work	No change in RFP terms
171	54	5.4.3	Site work specifications	5.4.3 Site Work Specifications applicable to both Onsite and Offsite CDs a) Bidder would be responsible for Site preparation as per the specifications given below:-	We request the bank to change the site OEM names to include "Equivalent" make as well. Suggesting specific brand names may not be correct	To be read with "or equivalent" for clauses 5.4.3.4, 5.4.3.5, 5.4.3.10 wherever brand names are mentioned
172	56	5.4.3	Site work specifications	15. It is responsibility of the Vendor to arrange for uninterrupted power supply for ATM functioning. Vendor should install and maintain UPS with minimum 6 hours battery backup. In areas where there is acute load shedding, the Vendor should arrange for UPS with minimum 8 hours battery backup.	What is The UPS rating 1KVA or 2KVA	No change in RFP terms
173	56	5.4.3	Site work specifications	15. UPS requirement	Request to state KVA requirement for UPS system	No change in RFP terms
174	56	5.4.3	Site work specifications	15. UPS	What is the Expected Load on UPS in Watts	bidder to decide
175	56	5.4.4	Site work specifications	5.4.4 Site Maintenance and Cleaning services (applicable for both on-site and off-site locations)	In case of a 2nd ATM where the bank already has deployed its own ATM then who will provide these services on the sites.	the successful bidder
176	57	5.5.1	Availability of Managed Service Centre	5.5.1	Bank will be responsible for providing Switch Data Feed to the Bidder for the purpose of managing the ATMs/ CDs deployed by the Vendor.	will be shared with the successful bidder
177	58	5.5.7	Availability of Managed Service Centre	5.5.7	d. IM tool should be capable of capturing even minor link fluctuations and reports generated should capture downtimes.	No change in RFP terms
178	59	5.7.1	First Level Maintenance	g. Taking backup of external camera images and handover of backup to Zonal Offices as and when sought by the Bank.	Images will be provided in case of dispute	No change in RFP terms
179	59	5.7.1	First Level Maintenance	Clearing Paper Jam of JP roll and Receipt Printer roll	Request the Bank to remove the requirement of JP since E.J's will be provided by the Bidder	No change in RFP terms
180	59	5.7.1	First Level Maintenance	d. Site maintenance, maintaining environmental conditions and Cleaning work as mentioned above in of Scope of Work	This is not a part of FLM. Request the Bank to update the same.	No change in RFP terms
181	59	5.7.1	First Level Maintenance	f. Replacement of defective LAN cables	Bidder will replace only for Offsite ATMs. Request Bank to confirm the same.	yes
182	59	5.7.2	Consumable Stationery Replenishment	Consumable Stationery Replenishment - Bidder under FLM services should replenish the consumable like paper for receipt printer and Journal Print and printer ribbon without any quantitative limit.	The proposed technical specifications does not request for JP. Request you to please remove JP from this clause.	No change in RFP terms
183	59	5.7.2	Consumable Stationery Replenishment	The buffer stock of these paper rolls should be maintained at ATM site. If Thermal Paper used for Receipt / JP, it should have the quality to retain the print at least for one year period	Request the Bank to revise the clause as "The buffer stock of these paper rolls should be maintained at ATM site. If Thermal Paper used for Receipt / JP, it should have the quality to retain the print at least for 2 months"	The buffer stock of these paper rolls should be maintained at ATM site. If Thermal Paper used for Receipt / JP, it should have the quality to retain the print at least for six months period
184	59	5.7.3	Consumable Stationery Replenishment	Vendor should provide FLM services on 24 X 7 X 365 basis.	Cash replenishment frequency, FLM response time and service window during the day to service the ATMs, will be basis the feasibility of CRAs, on th basis of location, geographical spread, distance of the ATM site from the CRAs base location. Bank to provide their acceptance on the same. Such sites, are not applicable for penalties	No change in RFP terms
185	60	5.10.1	Cash Management - Replenishment & Related services	Vendor should provide Cash Management and Cash Replenishment Services at the CDs rolled out under this RFP as part of ATM Managed Services. While providing services, RBI and MHA guidelines spell out as per clause 5.1.10 (as amended) shall be strictly followed.	Bank to please clarify if the reference in this clause is a typological error and may refer to 5.10.12	Vendor should provide Cash Management and Cash Replenishment Services at the CDs rolled out under this RFP as part of ATM Managed Services. While providing services, RBI and MHA guidelines spell out as per clause 5.10.12 (as amended) shall be strictly followed.
186	60	5.10.2	Cash Management - Replenishment & Related services	Cash Balance Report	Bank to confirm receipt of hard copy CBRs along with counters at nodal branches. Branch staff to validate the CBRs and confirm correctness of the same. Any differences, branch must inform Bidder, within 3 working days, with relevant supporting and working, for Bidder to review and respond with rectified CBRs. Soft-copy CBRs will be submitted with Bank Central Team. Bank to validate the CBRs and confirm correctness of the same. any difference, Bank must inform Bidder, within 3 working days, with relevant supporting and working, for Bidder to review and respond within next 3 working days	No change in RFP terms

187	60	5.8.4	Second Level Maintenance	Preventive Maintenance should be conducted once in a quarter to ensure that the ATM is maintained in good operating condition and the report should be submitted to the Zonal Office concerned. Preventive Maintenance may be scheduled at a time convenient to Bank i.e. it should not affect the customer service. Consolidated report of ATM-ID wise preventive maintenance must be provided to the bank within 2 weeks of end of respective quarter. The details shall interalia include due date of PM and date when done. Vendor shall be liable for penalty @ Rs.500/- Per ATM , for delay in PM per month . This penalty shall not form part of penalty capping clause.	Penalty cannot be greater than 10% of monthly bill of particular ATM/CD	No change in RFP terms
188	60	5.8.4	Second Level Maintenance	Please consider the clause as : *Preventive Maintenance should be conducted once in a quarter to ensure that the ATM is maintained in good operating condition and the report should be submitted to the Zonal Office concerned. Preventive Maintenance may be scheduled at a time convenient to Bank i.e. it should not affect the customer service. Consolidated report of ATM-ID wise preventive maintenance must be provided to the bank within 2 weeks of end of respective quarter. The details shall interalia include due date of PM and date when done. Vendor shall be liable for penalty @ Rs.200/- Per ATM , for delay in PM per month*.	5.8.4	No change in RFP terms
189	60	5.8.4	Second Level Maintenance	Preventive Maintenance should be conducted once in a quarter to ensure that the ATM is maintained in good operating condition and the report should be submitted to the Zonal Office concerned. Preventive Maintenance may be scheduled at a time convenient to Bank i.e. it should not affect the customer service. Consolidated report of ATM-ID wise preventive maintenance must be provided to the bank within 2 weeks of end of respective quarter. The details shall interalia include due date of PM and date when done. Vendor shall be liable for penalty @ Rs.500/- Per ATM , for delay in PM per month . This penalty shall not form part of penalty capping clause.	Please consider the clause as : *Preventive Maintenance should be conducted once in a quarter to ensure that the ATM is maintained in good operating condition and the report should be submitted to the Zonal Office concerned. Preventive Maintenance may be scheduled at a time convenient to Bank i.e. it should not affect the customer service. Consolidated report of ATM-ID wise preventive maintenance must be provided to the bank within 2 weeks of end of respective quarter. The details shall interalia include due date of PM and date when done. Vendor shall be liable for penalty @ Rs.200/- Per ATM , for delay in PM per month*.	No change in RFP terms
190	60	5.8.4	Second Level Maintenance	Preventive Maintenance should be conducted once in a quarter to ensure that the ATM is maintained in good operating condition and the report should be submitted to the Zonal Office concerned	Does it applicable for VSAT services ? Please confirm	YES
191	60	5.9.1	Ongoing monitoring of critical services	The vendor shall ensure that the ATM/CD functions on ongoing basis as per terms of the agreement which inter-alia includes security measures stipulated by RBI/Card operators/banks	Request the Bank to provide more clarity on the same.	Details of various Regulatory circulars already shared in the RFP
192	60	5.9.1	Ongoing monitoring of critical services	The vendor shall ensure that the ATM/CD functions on ongoing basis as per terms of the agreement which inter-alia includes security measures stipulated by RBI/Card operators/banks	While we agree to ensure that ATM/CD functions in compliance with security measures stipulated by RBI/Card operators/banks existing as on date of submission of bid, it is not possible for the bidder to envisage security measures to be stipulated by RBI/Card operators/banks in future and corresponding changes to be done to the ATM/CD, thus we request that bidder should be liable for compliance of all security measures stipulated by RBI/Card operators/banks applicable as on date of submission of bid and compliance to any change in security measures stipulated by RBI/Card operators/banks in future shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No change in RFP terms
193	60	5.9.2	Ongoing monitoring of critical services	If the bank incurs additional liability due to noncompliance, the same shall be recovered from the vendor	Suggested Changes - No additional liability shall be borne by Vendor without any mutually agreed decision.	No change in RFP terms
194	61	5.10.2	Cash Management - Replenishment & Related services	any other activity related to the process.	Request the Bank to provide a written ADMIN/EoD process, to be mutually agreeable to both the parties	No change in RFP terms
195	61	5.10.3	Cash Management - Replenishment & Related services	Additional inputs files required	Request the Bank to provide Denomination-wise cash balance hopper files, every 2hrs, on all days. Additionally, Bank must provide day-wise denomination-wise cash dispense file, ADMIN Increase/Decrease file, Bnak GL files detailing the amount of cash issued to CRAs from nodal branches. Bank to provide overage-utilization report to Bidder. Switch dispense file from EoD to EoD, CBS dispense file from EoD to EoD	will be shared with the successful bidder
196	61	5.10.3	Cash Management - Replenishment & Related services	Cash Management Services include monitoring and managing the availability of Cash in the network of CDs. Cash Balances held at CD cassette shall be provided by the Bank / existing ATM switch Vendor at a frequency of every 2 hours by e-mail to Managed Service Centre of the Vendor for the purpose of Cash Planning. It is clarified that the Cash balances file will be in the same format as being currently provided to Bank's existing ATM Managed Services Vendors by the Bank. It is responsibility of the Vendor to monitor and manage Cash Out incidences from its Managed Service Centre using Monitoring Tool.	The frequency of email was agreed to every 3 hours in the Agreement executed with the Bank dated 17th March, 2015.	No change in RFP terms
197	61	5.10.4	Cash Management - Replenishment & Related services	Vendor should conduct Cash forecasting exercise for CDs rolled out based on analysis of the Cash dispensation pattern of each CD and suggesting limits for replenishment and its periodicity to the Bank and managing festive and seasonal requirements.	Forecasting / replenishment logic must be agreed between both the parties. Bank to provide sign-off	No change in RFP terms

198	61	5.10.4	Cash Management - Replenishment & Related services	5.10.4	Vendor should conduct Cash forecasting exercise for CDs rolled out based on analysis of the Cash dispensation pattern of each CD and suggesting limits for replenishment and its periodicity to the Bank and managing festive and seasonal requirements	required data will be provided to successful bidder/s
199	61	5.10.6	Provision of cash for replenishment	a. ATM FIT cash	Request the Bank to provide machine processed ATM fit quality cash	Already being provided
200	61	5.10.6	Provision of cash for replenishment	e. Cash loading is to be done using method advised by bank.	Request the Bank to clarify the method of replenishment - as Add Cash / Cassettes Swap - attract different processes, roles & responsibilities, including time effort and cost	Point pertains to use of admin cards while loading cash
201	61	5.10.6	Provision of cash for replenishment	e. In case of non usage of Admin Card, Bank's Reconciliation Team will not be held liable for any error in Reconciliation or settlement of claims. Any loss under the circumstances will be recovered from the Vendor.	There are reasons/dependencies, due to which ADMIN could not be performed. Such instances, gets corrected subsequently. Deduction /settlement from vendor is not acceptable. Bank must perform reconciliation within 3 working days. Any difference, must be highlighted to Bidder, with supporting and working to review and respond back within next 3 working days. Forcible settlement of difference, is not acceptable. Settlement must be by means of Credit Note and no forcible deductions from outstanding payment	No change in RFP terms
202	61	5.10.6	Provision of cash for replenishment	f. Copies of the agreements entered into by the Service Provider with their CMA agencies shall be made available with the bank	Approval from CRAs will be obtained from Bank. However, the purpose of sharing the copy of CRAs agreement with Bidder, is not understood. Need clarification	No change in RFP terms
203	61	5.10.6	Provision of cash for replenishment	5.10.6	e. Cash loading is to be done using method advised by bank. Bank will provide Admin Cards to the Vendor. The Cash Agency should use the Admin Card without fail. In case of non usage of Admin Card, Bank's Reconciliation Team will not be held liable for any error in Reconciliation or settlement of claims. Any loss under the circumstances will be recovered from the Vendor	No change in RFP terms
204	62	5.10.6	Provision of cash for replenishment	i. it should be consistent with cash swapping method.	Need Clarity on loading type. Currently cassette swap is still not implemented by CRA for any bank	From 5.10.6.i, the sentence " it should be consistent with cash swapping method" stands deleted
205	62	5.10.6	Provision of cash for replenishment	k. Switch reference number	Need Clarity	Trace number
206	62	5.10.6	Provision of cash for replenishment	i. residual amount if any, must be deposited with the bank	Bank must support keeping the branches open till late evening for CRAs to return the unused cash to branches. Alternately, CRAs may divert the cash to other ATMs, or replenish cash and update machine counters. ADMIN can be performed subsequently	Residual amount to be deposited with the bank on the next working day
207	62	5.10.6	Provision of cash for replenishment	i. cash swapping method.	Request the Bank to clarify the same	From 5.10.6.i, the sentence " it should be consistent with cash swapping method" stands deleted
208	62	5.10.6	Provision of cash for replenishment	k. CMA should perform End of Day (EOD) operation and generate Cash Balance Report (CBR) which should be submitted to the Bank on T+1 basis.	Bank to confirm receipt of hard copy CBRs along with counters at nodal branches. Branch staff to validate the CBRs and confirm correctness of the same. Any differences, branch must inform Bidder, within 3 working days, with relevant supporting and working, for Bidder to review and respond with rectified CBRs. Soft-copy CBRs will be submitted with Bank Central Team. Bank to validate the CBRs and confirm correctness of the same. any difference, Bank must inform Bidder, within 3 working days, with relevant supporting and working, for Bidder to review and respond within next 3 working days. Request the Bank to share format of soft-copy CBRs, VCB	No change in RFP terms
209	62	5.10.6	Provision of cash for replenishment	5.10.6 (k)	CMA should perform End of Day (EOD) operation and generate Cash Balance Report (CBR) which should be submitted to the Bank on T+1 basis. The CBR should contain the following:	will be shared with the successful bidder
210	63	5.10.6	Provision of cash for replenishment	n. The Bank's reconciliation team will do the reconciliation within 5 calendar days of receipt of the CBR from the Vendor. Upon reconciliation, if any difference is observed the same will be intimated to the Vendor. The Vendor should attend the same within 3 working days of reporting the difference. If the service provider does not respond by the 3rd calendar day, the difference amount will be recovered from the Service Provider on 4th calendar day	It should be 5 working day	The Bank's reconciliation team will do the reconciliation within 5 calendar days of receipt of the CBR from the Vendor. Upon reconciliation, if any difference is observed the same will be intimated to the Vendor. The Vendor should attend the same within 3 calendar days of reporting the difference. If the service provider does not respond by the 3rd calendar day, the difference amount will be recovered from the Service Provider on 4th calendar day
211	63	5.10.6	Provision of cash for replenishment	q. In case of claim received for acquirer transactions, if the confirmation is not received within 2 calendar days or day of expiry of per TAT as advised by RBI, then the Bank will pay the claim to the concerned bank. If there is no excess/ overage to adjust this claim, such amount will be recovered from the ATM Vendor.	NPCI TAT is 5 calendar day hence we will give confirmation in 3 calendar day from the date bank raises dispute (e.g. customer claim on 1st July 20 – TAT as per NPCI is till 5th July 20, if bank share a case to us on 2nd July then we will close the case by 4th July 20)	No change in RFP terms
212	63	5.10.6	Provision of cash for replenishment	t. In case of doubtful transactions the vendor shall scrutinize all cases and advise bank to provide proactive credit to customers. In case where confirmation is sought by the bank, confirmation status shall be shared by vendor so that bank can decide within the TAT stipulated by RBI/NPCI. Penalty on amount of failure to give proactive credit /or timely reply shall be recovered from vendor.	The bank reconciliation will do the transactions recon and provide us all doubtful transactions on T+1. Then it is MSP responsibility to advise bank to provide proactive credit to customer	No change in RFP terms

213	63	5.10.6	Provision of cash for replenishment	v. Any transaction which is not printed in the E/J JP will be treated as failed transaction and the same will be recovered from the ATM Vendor if no excess is available upon reconciliation.	It is liable for OEM or OEM will provide justification on same , IF OEM provide justification and if we observed issues is related to Bank switch , them responsibility will be with bank	No change in RFP terms
214	63	5.10.6	Provision of cash for replenishment	r. In case of any transaction/s, if the Vendor takes time to analyze the status of transaction resulting in delay in settlement of claim beyond TAT stipulated by RBI (presently 5 calendar days) and any Penalty is incurred by the Bank for delayed settlement of claim as per RBI norms, the Penalty amount will be recovered from the Vendor	Suggested Changes - No penalty will be levied before mutual discussion and consent of the Bidder.	No change in RFP terms
215	63	5.10.6	Provision of cash for replenishment	m. If the CBR for a particular EOD is not submitted as stipulated and the Bank is required to settle any claim, such amount will be recovered from the Vendor.	Recovery not acceptable, as settlement of disputes has a TAT. Any such dispute, request the Bank to highlight to Bidder on T+1 basis and Bidder shall respond within next 3 working days	No change in RFP terms
216	63	5.10.6	Provision of cash for replenishment	n. if any difference is observed the same will be intimated to the Vendor	Alongwith the dispute, the Bank must share the supporting and working for Bidder to review and respond within 3 calendar days. Bank must complete reconciliation within 3 working days from submission of CBRs. Forcible deductions against timed out cases, not acceptable. Settlement of recovery must be through Credit Notes only	No change in RFP terms
217	63	5.10.6	Provision of cash for replenishment	o. Notwithstanding the reconciliation done by the bank, vendor shall have own reconciliation system to properly account for cash management related accounting entries and to proactively advise bank on mismatches, if any.	Request the Bank to provide required inputs files 2 hrs cash hopper balance, daily cash dispense file, ADMIN Increase/Decrease, Reference No mapped to amount of cash issued from Bank and cash replenished into ATMs with the net remaining balance, Bank GL file detailing the amount of cash issued to CRAs for replenishment of cash. Bank to provide summary of switch dispense between EoD to EoD, CBS dispense between EoD to EoD for Bidder to exercise various controls over cash tally, reporting and reconciliation	No change in RFP terms
218	63	5.10.6	Provision of cash for replenishment	p. Bank team will settle claims based on the reconciliation and the E.J. In case of no excess/overage available and a transaction is clearly failed, Bank will pay the claim amount to the customer and recover the said amount from payment due to the Vendor.	Claims, post initial validation at Bank end, must be referred to Bidder alongwith relevant supporting. Bidder to review and provide response within 3 working days. No forcible deductions from Bank, unless the claim is accepted by Bidder. Settlement by means of Credit Notes only. Recovery of amount, as per Bank clause, not acceptable	No change in RFP terms
219	63	5.10.6	Provision of cash for replenishment	q. In case of claim received for acquirer transactions, if the confirmation is not received within 2 calendar days or day of expiry of per TAT as advised by RBI, then the Bank will pay the claim to the concerned bank. If there is no excess/ overage to adjust this claim, such amount will be recovered from the ATM Vendor.	Recovery not acceptable. Cases must be referred to Bidder and mutually agreed process to handle disputes must be followed. No forcible deduction from the Bank	No change in RFP terms
220	63	5.10.6	Provision of cash for replenishment	r. In case of any transaction/s, if the Vendor takes time to analyze the status of transaction resulting in delay in settlement of claim beyond TAT stipulated by RBI (presently 5 calendar days) and any Penalty is incurred by the Bank for delayed settlement of claim as per RBI norms, the Penalty amount will be recovered from the Vendor.	First level validation must be performed by Bank Team. Vendor will accept penalties/deductions, only in case of vendor at fault. For uncontrollable factors, including suspected fraudulent attempt, no forcible deductions from the Bank	No change in RFP terms
221	63	5.10.6	Provision of cash for replenishment	s. In case of any claim, where bank is not able to settle the claim within RBI defined TAT, the amount of claim will be recovered from the Vendor, if no excess is found on reconciliation unless the transaction is clearly successful as per E/J JP.	Mutually agreed SoP will be followed. No forcible deduction by the Bank	No change in RFP terms
222	63	5.10.6	Provision of cash for replenishment	t. In case of doubtful transactions the vendor shall scrutinize all cases and advise bank to provide proactive credit to customers. In case where confirmation is sought by the bank, confirmation status shall be shared by vendor so that bank can decide within the TAT stipulated by RBI/NPCI. Penalty on amount of failure to give proactive credit /or timely reply shall be recovered from vendor.	Mutually agreed SoP will be followed. No forcible deduction by the Bank. Request the Bank to consider the same.	No change in RFP terms
223	63	5.10.6	Provision of cash for replenishment	u. Vendor should conduct Cash forecasting exercise for CDs rolled out based on analysis of the Cash dispensation pattern of each CD and suggesting limits for replenishment and its periodicity to the Bank and managing festive and seasonal requirements.	In such cases, Bank must complete reconciliation within 3 working days and provide NDC to Bidder. No forcible deductions for timed out cases	No change in RFP terms
224	63	5.10.6	Provision of cash for replenishment	5.10.6	o. Notwithstanding the reconciliation done by the bank, vendor shall have own reconciliation system to properly account for cash management related accounting entries and to proactively advise bank on mismatches, if any.	No change in RFP terms
225	63	5.10.6	Provision of cash for replenishment	5.10.6	p. Bank team will settle claims based on the reconciliation and the E.J. In case of no excess/overage available and a transaction is clearly failed, Bank will pay the claim amount to the customer and recover the said amount from payment due to the Vendor	No change in RFP terms
226	63	5.10.6	Provision of cash for replenishment	5.10.6	s. In case of any claim, where bank is not able to settle the claim within RBI defined TAT, the amount of claim will be recovered from the Vendor, if no excess is found on reconciliation unless the transaction is clearly successful as per E/J JP	No change in RFP terms
227	63	5.10.6	Provision of cash for replenishment	5.10.6	t. In case of doubtful transactions the vendor shall scrutinize all cases and advise bank to provide proactive credit to customers. In case where confirmation is sought by the bank, confirmation status shall be shared by vendor so that bank can decide within the TAT stipulated by RBI/NPCI. Penalty on amount of failure to give proactive credit /or timely reply shall be recovered from vendor	No change in RFP terms

228	63	5.10.6	Provision of cash for replenishment	5.10.6	v. Any transaction which is not printed in the E/J/ JP will be treated as failed transaction and the same will be recovered from the ATM Vendor if no excess is available upon reconciliation	No change in RFP terms
229	63	5.10.6	Provision of cash for replenishment	o. Notwithstanding the reconciliation done by the bank, vendor shall have own reconciliation system to properly account for cash management related accounting entries and to proactively advise bank on mismatches, if any.	Bank must provide day end ATM GL balances & cash dispense files every day for all ATMs.	will be shared with the successful bidder
230	63	5.10.6	Provision of cash for replenishment	p. Bank team will settle claims based on the reconciliation and the E.J. In case of no excess/overage available and a transaction is clearly failed, Bank will pay the claim amount to the customer and recover the said amount from payment due to the Vendor.	We request Bank not to settle customer claims in suspect cases where card holder creates dispenser error or network/ power interruption where cash is taken by him but shown as success in E.J. We observe 98% of such claims are fraudulent withdrawals and hence should not be paid to customer. For remaining 2% genuine customers we are willing to pay with necessary penalty.	No change in RFP terms
231	63	5.10.6	Provision of cash for replenishment	q. In case of claim received for acquirer transactions, if the confirmation is not received within 2 calendar days or day of expiry of per TAT as advised by RBI, then the Bank will pay the claim to the concerned bank. If there is no excess/ overage to adjust this claim, such amount will be recovered from the ATM Vendor.	We request Bank not to settle other bank customer claims in suspect cases where card holder creates dispenser error or network/ power interruption where cash is taken by him but shown as success in E.J. We observe 98% of such claims are fraudulent withdrawals and hence should not be paid to customer. For remaining 2% genuine customers we are willing to pay with necessary penalty.	No change in RFP terms
232	63	5.10.6	Provision of cash for replenishment	p. Bank team will settle claims based on the reconciliation and the E.J. In case of no excess/overage available and a transaction is clearly failed, Bank will pay the claim amount to the customer and recover the said amount from payment due to the Vendor.	Recovery shall be post review and in consensus with the MSP and OEM	No change in RFP terms
233	63	5.10.6	Provision of cash for replenishment	t. In case of doubtful transactions the vendor shall scrutinize all cases and advise bank to provide proactive credit to customers. In case where confirmation is sought by the bank, confirmation status shall be shared by vendor so that bank can decide within the TAT stipulated by RBI/NPCI. Penalty on amount of failure to give proactive credit /or timely reply shall be recovered from vendor	Suggested Changes - No penalty will be levied before mutual discussion and consent of the Bidder.	No change in RFP terms
234	64	5.10.6	Provision of cash for replenishment	ee. Cash indent will be raised by Vendor on Day "0" by 4:00pm via e-mail on daily basis except Sundays/Public/National Holidays. (Day "0" is a day on which the indent is sent to Bank, Day "1" is a next working day of cash collection and replenishment). Subsequently, cash will be given by Bank on day "01" during the banking hours as agreed upon between the cash branch and the CMA	Tentative Indent will be sent one day prior and actual indent will be sent at midnight on actual balance	No change in RFP terms
235	64	5.10.6	Provision of cash for replenishment	w. Please consider the clause as : "In case, it is found that the ATM has not dispensed the transaction amount within the standard Cash Dispensation time stipulated by each Network and the next customer collects the cash, then the transaction amount will be recovered from the ATM Vendor, cash forgotten case should be excluded from this clause". Please define " the standard cash dispensation time". for this clause. After the timeout the transaction should be aborted could not be counted as faulty problem.	W	No change in RFP terms
236	64	5.10.6	Provision of cash for replenishment	z.CMA should handover JP rolls to the respective Cash Branch	Branches must provide acknowledgement of receipt of JP. No forcible deduction due to non submission / delayed submission of JP, in case of no complain/escalation received from Bank within 2 working days	No change in RFP terms
237	64	5.10.6	Provision of cash for replenishment	aa. CMA should collect captured cards from the ATM locations (wherever applicable) and delivering them to the respective Cash branches of the Bank for which a register shall be maintained by the Bank	Captured cards, not applicable in Dip card reader machines. Request the Bank to consider the same and amend the clause.	aa. CMA should collect cards found at the ATM locations (wherever applicable) and delivering them to the respective Cash branches of the Bank for which a register shall be maintained by the Bank
238	64	5.10.6	Provision of cash for replenishment	ee. Cash indent will be raised by Vendor on Day "0" by 4:00pm via e-mail on daily basis except Sundays/Public/National Holidays	Request the Bank to confirm availability of cash as per Bidder indents, denomination-wise, and issue cash to CRAs. Any change in cash availability at bank end, the responsibility to inform Bidder and obtain revised indent copy remain with the branch staff. Any disputes/difference, related to cash tally, the branch staff must inform Bidder within 2 working days to review and respond for resolution. no forcible deductions from the Bank	No change in RFP terms
239	64	5.10.6	Provision of cash for replenishment	hh. The Vendor shall be liable for any shortage of cash and counterfeit notes found in the CD. Any such shortage must be made good by the Vendor within 4 working days.	Request the Bank to provide machine processed ATM fit quality cash, avoiding risks of counterfeit notes from ATMs. Shortages, if any, acceptable to Bidder, must be settled by means of Credit Notes.	No change in RFP terms

240	64	5.10.6	Provision of cash for replenishment	w. In case, it is found that the ATM has not dispensed the transaction amount within the standard Cash Dispensation time stipulated by each Network and the next customer collects the cash, then the transaction amount will be recovered from the ATM Vendor.	Please consider the clause as : "In case, it is found that the ATM has not dispensed the transaction amount within the standard Cash Dispensation time stipulated by each Network and the next customer collects the cash, then the transaction amount will be recovered from the ATM Vendor, cash forgotten case should be excluded from this clause". Please define " the standard cash dispensation time", for this clause. After the timeout the transaction should be aborted could not be counted as faulty problem.	No change in RFP terms
241	64	5.10.6	Provision of cash for replenishment	5.10.6 w	w. In case, it is found that the ATM has not dispensed the transaction amount within the standard Cash Dispensation time stipulated by each Network and the next customer collects the cash, then the transaction amount will be recovered from the ATM Vendor	No change in RFP terms
242	64	5.10.6	Provision of cash for replenishment	5.10.6 x	x. The Vendor should submit any other report that may be required by the Bank from time to time	will be shared with the successful bidder
243	64	5.10.6	Provision of cash for replenishment	5.10.6 hh	hh. The Vendor shall be liable for any shortage of cash and counterfeit notes found in the CD. Any such shortage must be made good by the Vendor within 4 working days	No change in RFP terms
244	64	5.10.6	Provision of cash for replenishment	w. In case, it is found that the ATM has not dispensed the transaction amount within the standard Cash Dispensation time stipulated by each Network and the next customer collects the cash, then the transaction amount will be recovered from the ATM Vendor.	Please consider the clause as : "In case, it is found that the ATM has not dispensed the transaction amount within the standard Cash Dispensation time stipulated by each Network and the next customer collects the cash, then the transaction amount will be recovered from the ATM Vendor, cash forgotten case should be excluded from this clause". Please define " the standard cash dispensation time", for this clause. After the timeout the transaction should be aborted could not be counted as faulty problem.	No change in RFP terms
245	64	5.10.6	Provision of cash for replenishment	hh. The Vendor shall be liable for any shortage of cash and counterfeit notes found in the CD. Any such shortage must be made good by the Vendor within 4 working days	As Bidder will be using the currency provided by the bank for replenishment of cash in the endpoint, Bidder should be help liable for counterfeit currency to the extent same is introduced by CRA or bidder. Hence, we request the Bank to kindly amend this clause accordingly.	No change in RFP terms
246	65	5.10.11	Provision of cash for replenishment	d. Confidentiality	Suggested Changes : this clause to be kept mutual	No change in RFP terms
247	65	5.10.6	Provision of cash for replenishment	Delay in end of day activity of ATM results in reconciliation arrears. Therefore for delay in daily EOD of ATM , vendor shall pay Rs.200/- per day per ATM for the delayed period.	we need exclusion on daily EOD on sites with limited feasibility by CRA (e.g. far of site , Remote locations), Penalty should be reduce to Rs 50	Delay in end of day activity of ATM results in reconciliation arrears. Therefore for delay in daily EOD of ATM , vendor shall pay Rs.100/- per day per ATM for the delayed period.
248	65	5.10.6	Provision of cash for replenishment	ATM Balancing	Suggested Changes - No penalty will be levied before mutual discussion and consent of the Bidder.	No change in RFP terms
249	65	5.10.6	Provision of cash for replenishment	Delay in end of day activity of ATM results in reconciliation arrears. Therefore for delay in daily EOD of ATM , vendor shall pay Rs.200/- per day per ATM for the delayed period.	Request the Bank to reduce the penalty.	Delay in end of day activity of ATM results in reconciliation arrears. Therefore for delay in daily EOD of ATM , vendor shall pay Rs.100/- per day per ATM for the delayed period.
250	65	5.10.6	Provision of cash for replenishment	kk. Switch cash balance and ATM cash balance are consistent. Decrease in cash counter shall result in recovery of amount	There could be difference, which needs to be identified and settled by the bank staff. There could be genuine reasons for decrease of counters and thus forcible deductions is not acceptable	No change in RFP terms
251	65	5.10.6	Provision of cash for replenishment	kk. Difference between switch balance and amount deposited shall be recovered from vendor.	There could be difference, which needs to be identified and settled by the bank staff. forcible deductions is not acceptable. CRAs are accountable for physical cash and machines counters, who has no control over behavior of switch. Exceptionally, for cases of machine misbehave, deductions cannot be acceptable to Bidder /CRAs	No change in RFP terms
252	65	5.10.6	Provision of cash for replenishment	Balancing receipts shall be returned to Bank next working day.	Bank must confirm receipt of such receipts and provide acknowledgement for the same. Any difference must be highlighted to Bidder within 2 working days	No change in RFP terms
253	65	5.10.6	Provision of cash for replenishment	Difference in amount shall be recovered from the vendor.	Forcible deductions not acceptable	No change in RFP terms
254	65	5.10.6	Provision of cash for replenishment	5.10.6 kk	kk. Vendor shall ensure that 1) Cash loading and admin activity are for the same amount 2) Switch cash balance and ATM cash balance are consistent. Decrease in cash counter shall result in recovery of amount 3) Cash Evacuation: details are provided ATM ID wise. Difference between switch balance and amount deposited shall be recovered from vendor	No change in RFP terms
255	65	5.10.7	Insurance of Cash in CD	c. In case of any cash Loss, the Vendor should reimburse the loss amount to the Bank immediately, without waiting for settlement of Insurance claim.	Any acceptable recovery, will be settled by means of Credit Notes. No forcible deduction from the Bank	No change in RFP terms

256	65	5.10.8	Availability of Camera Footage	Availability of Camera Footage	Suggested Changes - No penalty will be levied before mutual discussion and consent of the Bidder. CCTV footage will be retained for a period of 90 days from the date of such captured video and can be provided to the bank on such request and not thereafter.	No change in RFP terms
257	66	5.10.10	Cassette Swap Services	Vendors will arrange the cassettes at their own cost for replenishment and evacuation of cash under cassette swap method. Further, vendor will replenish/evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard.	Non Vault location bank need to provide proper space under CCTV Coverage with counting machine	Bank will not be providing space in any location.
258	66	5.10.10	Cassette Swap Services	5.10.10	CASSETTE SWAP SERVICES ON OPEX BASIS	To be implemented from Day1 of Atm going live
259	66	5.10.10	Cassette Swap Services	5.10.10 CASSETTE SWAP SERVICES ON OPEX BASIS Vendors to replenish cash through Cassette Swap Method in terms of RBI's letter No. RBI/2017-18/DCM (Pig.) No. 3641/10.25.007/2017-18 dated April 12, 2018 on Cassette Swap in ATMs. (a) Vendors will arrange the cassettes at their own cost for replenishment and evacuation of cash under cassette swap method. Further, vendor will replenish/evacuate the cassettes at its own premises and at its own risk and responsibility. The bank will not be liable for any loss arising in this regard. (b) The RBI and MHA guidelines as spelt out in 5.10.12 shall be strictly adhered.	We request the bank to clarify in detail on the process of cassette swap. In case of add- cash, how will the process happen as the cassette swap facility may not be available in all the places by the CRA.	No change in RFP terms
260	66	5.10.9	Compliance of Statutory and other responsibilities	Vendor should also ensure that in case, RBI, IBA, NPCI, Master card, VISA, EMV company, Central /State govt. /Police authorities or any other law enforcement agency prescribed any new guidelines will be followed without any extra cost to Bank during the contract period.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory changes and future changes from Card Network, NPCI rules/requirement changes and corresponding impact/changes to be done to the services thus Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations and Card Network/NPCI rules/requirements shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	No change in RFP terms
261	66	5.10.9	Compliance of Statutory and other responsibilities	5.10.9 Compliance of Statutory and other responsibility	In case there is an upgrade which requires investment beyond 25,000 for compliance, we request the bank to share with the bidder in a 50:50 ration	No change in RFP terms
262	67	5.10.11	Other Terms & Conditions	b. The Vendor shall indemnify the Bank, and shall keep indemnified and hold the Bank harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) incurred/may be incurred by the Bank and also those relating to, resulting from or in any way arising out of any claim, suit or proceeding brought against the Bank including by a third party as a result of: (a) An act or omission of the Vendor, its employees, agents and sub-contractors in the performance of the obligations under the contract and/or (b) Claims against the Bank and/or any legal proceedings made by employees or other persons who are deployed by the Vendor and/or by any statutory/regulatory/ govt. authority and/or (c) Breach of any terms of the Contract and/or the Service level Agreement to be executed by the Vendor and/or breach of any representation or warranty and/or, (d) Violation of the Confidentiality obligations by the Vendor and/or its officials/employees or any other person employed by them in connection with the Contract and/or, (e) Breach of any of the terms of the Contract and/or Service level Agreement by the subcontractors, if subcontracting of any part is permitted by Bank and/or (f) The Software/Deliverables supplied not being properly licensed one and/or (g) Any breach of IPR violations by the Vendor including those of the Software/Deliverables/Materials supplied to the Bank and/or services rendered by the Vendor, (h) breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the Vendor under this RFP; and/or Gross negligence attributable to the Vendor or its employees or sub-contractors; and/or Any action taken, claims or	As Bank will have recourse under law for any act or omission of Service Provider while delivering services under this RFP/Agreement, we request the Bank to make indemnity provision specific to third party claim and incorporate the process of indemnity by adding following clause: Service Provider's obligation under this clause is subject to (a) Bank providing prompt notice of the claim; (b) sole control to the Service Provider to defend or settle the claim; (c) provide all information, assistance or support required for defence or settlement of claim; (d) take all steps to mitigate the claim. We request the Bank to amend this clause with following wordings: Service Provider agrees to defend the Bank against all third party claims ("Claims") made against the Bank and pay all litigation costs, reasonable attorney fee and monetary damages awarded by the court or amount of settlement agreed between the Service Provider and the claiming party. Claim in this clause means any claim made by third party against the Bank to the extent same is caused due to (i) death or personal injury of any person or damage to any personal tangible property to the extent same is caused due to willful misconduct or gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider while providing services to the Bank under this	No change in RFP terms
263	67	5.10.11	Other Terms & Conditions	5.10.11 (a)	Service Provider shall not transfer or assign at any stage, during the currency of this agreement, any of its duties, responsibilities, obligations and benefits of this agreement to any third party without the prior written consent of the Bank, except where Service Provider assigns this agreement to an Affiliate or a Joint Venture or to any entity which acquires the entire or partial stock or assets of Service Provider. However, prior notice has to be given to the Bank in all such cases.	No change in RFP terms
264	67	5.10.11	Other Terms & Conditions	b. The Vendor shall indemnify the Bank, and shall keep indemnified and hold the Bank harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) incurred/may be incurred by the Bank and also those relating to, resulting from or in any way arising out of any claim, suit or proceeding brought against the Bank including by a third party as a result of:	minor clarification stating that the indemnity should arise for breach of the Agreement only.	No change in RFP terms

265	67	5.10.11	Other Terms & Conditions	a.ii. Bank can transfer or assign any service or all services under this agreement at any stage to an Affiliate/ subsidiary/Joint Venture etc. during the currency of this agreement and inform to the vendors.	To be reviewed. Bank shall not have rights to transfer services partially	No change in RFP terms
266	68	5.10.11	Other Terms & Conditions	b. Vendor and its outsourced agents shall comply with all statutory and regulatory provisions, relevant laws framed by the Central Government, State Government and Local Bodies, regulations, guidelines, etc., like Shops & Establishment Act, Minimum Wages Act, Contract Labour, Tax laws, all laws pertaining to contract employees required for providing the Services including Caretaker Services etc. and undertakes to keep the Bank indemnified against any defaults of his obligations under the compliance of such laws.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory changes and future changes from Card Network, NPCI rules/requirement changes and corresponding impact/changes to be done to the services thus Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations and Card Network/NPCI rules/requirements shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	No change in RFP terms
267	68	5.10.11	Other Terms & Conditions	b. Vendor and its outsourced agents shall comply with all statutory and regulatory provisions, relevant laws framed by the Central Government, State Government and Local Bodies, regulations, guidelines, etc., like Shops & Establishment Act, Minimum Wages Act, Contract Labour, Tax laws, all laws pertaining to contract employees required for providing the Services including Caretaker Services etc. and undertakes to keep the Bank indemnified against any defaults of his obligations under the compliance of such laws.	Bidder understands that care taker services are not included in the scope of work and if required by the bank shall be charged on mutually agreed rates additionally	No change in RFP terms
268	68	5.10.11	Other Terms & Conditions	h. Vendor and its outsourced agents shall comply with all statutory and regulatory provisions, relevant laws framed by the Central Government, State Government and Local Bodies, regulations, guidelines, etc., like Shops & Establishment Act, Minimum Wages Act, Contract Labour, Tax laws, all laws pertaining to contract employees required for providing the Services including Caretaker Services etc. and undertakes to keep the Bank indemnified against any defaults of his obligations under the compliance of such laws.	Since caretaker services in not in the scope so we request the abnk to remove this from the scope.	No change in RFP terms
269	69	5.10.11	Other Terms & Conditions	c. The total cumulative liability of either Party arising from or relating to this Agreement shall not exceed the total amount payable to the Vendor by the Bank for the entire contract period. Provided however, this limitation shall not apply to any liability or damages arising from (a) willful misconduct of the Vendor; (b) indemnification against third party claims for infringement; (c) breach of confidentiality obligations; (d) loss of Bank's Cash held in CD, in Transit and / or in Vault held by the Vendor or any agency engaged by the Vendor. The maximum aggregate liability of Service Provider, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost. The limitations set forth herein shall not apply with respect to: (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; (b) damage(s) occasioned by the Gross Negligence , fraud or Willful Misconduct of Service Provider, damage(s) (c) damage (s) occasioned by Service Provider for breach of Confidentiality obligations, (d) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, (e) When a dispute is settled by the Court of Law in India (f)Regulatory or statutory fines imposed by a Government or Regulatory agency for noncompliance of statutory or regulatory guidelines applicable to the Bank. provided such guidelines were brought to the notice of Service Provider.	As Bidder's obligation is relating to supply, installation and maintenance of ATM/CD on opex model, we request the Bank to cap bidder's liability to the PO value and only IP indemnity should be excluded from the liability cap. We request Bank to consider revised clause as specified below: <i>Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Purchase Order Value. Bidder's liability in case of third party claims against the Bank to the extent same alleges infringement of patents, trademarks, copyrights or such other Intellectual Property Rights of such third party due to Bank's use of services provided by Bidder under this RFP shall be unlimited. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP. Bidder not to be liable for any indirect, special or consequential damages or for any loss of revenue or anticipated profits or lost business. Except for payments under the RFP, under no circumstances Bank shall be liable to the selected Bidder for direct, indirect, incidental, consequential, special or exemplary damages.</i>	No change in RFP terms
270	69	5.10.11	Other Terms & Conditions	5.10.11 C	The limitations set forth herein shall not apply with respect to: (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; (b) damage(s) occasioned by the Gross Negligence, fraud or Willful Misconduct of Service Provider, damage(s) (c) damage (s) occasioned by Service Provider for breach of Confidentiality obligations, (d) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, (e) When a dispute is settled by the Court of Law in India (f) Regulatory or statutory fines imposed by a Government or Regulatory agency for noncompliance of statutory or regulatory guidelines applicable to the Bank. provided such guidelines were brought to the notice of Service Provider.	No change in RFP terms
271	69	5.10.11	Other Terms & Conditions	c. Limitation of Liability	Bidder requests Bank that if Bidder is a successful Bidder, then Bidder would like to negotiate with Bank the limitation of its liability at formal contract preparation stage.	No change in RFP terms

272	69	5.10.11	Other Terms & Conditions	<p>c) LIMITATION OF LIABILITY: The total cumulative liability of either Party arising from or relating to this Agreement shall not exceed the total amount payable to the Vendor by the Bank for the entire contract period. Provided however, this limitation shall not apply to any liability or damages arising from (a) willful misconduct of the Vendor; (b) indemnification against third party claims for infringement; (c) breach of confidentiality obligations; (d) loss of Bank's Cash held in CD, in Transit and / or in Vault held by the Vendor or any agency engaged by the Vendor. The maximum aggregate liability of Service Provider, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost. The limitations set forth herein shall not apply with respect to: (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right; (b) damage(s) occasioned by the Gross Negligence, fraud or Willful Misconduct of Service Provider, damage(s) (c) damage (s) occasioned by Service Provider for breach of Confidentiality obligations, (d) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations, (e) When a dispute is settled by the Court of Law in India (f) Regulatory or statutory fines imposed by a Government or Regulatory agency for noncompliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.</p>	<p>We suggest the below instead of present clause: Notwithstanding anything contained in this Agreement, neither party shall be liable to the other for any indirect or consequential loss or damages, loss of revenue or profits. Further, the Vendor should not be liable for any losses, demand, claims, penalties, damages, indemnities etc. or of similar nature caused to the other beyond the monetary amount greater than the total amounts paid for the immediately preceding preceding 03 (three) months of arising of cause of action by virtue of services rendered under the Agreement. The Vendor will not be responsible for any of data loss attributed to any reasons of force majeure or for other reasons beyond the control of the Vendor (e.g. Natural calamity, electricity failure, data migration, system failure, virus etc.). The Vendor will not be responsible for any malfunctioning of the system due to virus attacks, malware tampering with the existing software system/data base, hardware/operating system, /database related problems. Notwithstanding anything stated elsewhere in this Agreement, the Vendor shall not be liable for any</p>	No change in RFP terms
273	69	5.10.11	Other Terms & Conditions	The limitations set forth herein shall not apply with respect to: damage (s) occasioned by Service Provider for breach of Confidentiality obligations,	this needs to be deleted as it is the repetition of the previous clause	clause 5.11.(d) Reading "Damage(s) occasioned by service provider for breach of Confidentiality obligations "stands deleted
274	69	5.10.11	Other Terms & Conditions	The limitations set forth herein shall not apply with respect to: (f) Regulatory or statutory fines imposed by a Government or Regulatory agency for noncompliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.	minor clarification is needed.	No change in RFP terms
275	69	5.10.11	Other Terms & Conditions	5.10.11 c)	LIMITATION OF LIABILITY: The maximum aggregate liability of Service Provider, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.	No change in RFP terms
276	70	5.10.11	Other Terms & Conditions	d) CONFIDENTIALITY: iv. The provisions of this Article shall survive notwithstanding the expiration or termination of this Agreement for any reason whatsoever.	<p>We suggest that provisions of this Article should survive till the termination and/or expiration of the Agreement. Also below paragraph should be added: REQUIRED DISCLOSURE OF CONFIDENTIAL INFORMATION: If either party of this Agreement is directed by way of a court order, subpoena or other legal or regulatory request or similar process to disclose information recorded on any documents or any of other party's Confidential Information, concerned party shall immediately notify other party in writing, in sufficient detail immediately upon receipt of such court order, subpoena, legal or regulatory request or similar process, in order to enable other party to make an application for an appropriate protection order. Provided however that, other party shall require to seek or the concerned party may seek on behalf of other party, a legally binding and enforceable injunctive order from competent court before the date of appearance of the concerned party before such competent authority which has sought the disclosure, so as to prevent contempt by the concerned party. A copy of the court order shall accompany such notice, subpoena, legal or regulatory request or similar process.</p>	No change in RFP terms
277	71	5.10.11	Other Terms & Conditions	c. Additional clause in relation to Indemnity, Limitation of Liability, Confidentiality For breach of any obligation mentioned in this RFP, subject to obligations mentioned in clause of Indemnity, Limitation of Liability, Confidentiality in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project.....	<p>Would suggest to consider the below: Notwithstanding anything contrary contained in other provisions of this RFP, neither party shall be liable to other for any proven direct losses, demand, claims, penalties, damages, indemnities etc. or of similar nature caused to the other beyond monetary amount greater than the total amounts paid for the immediately preceding three months of arising of cause of action by virtue of Services rendered under the Agreement.</p>	No change in RFP terms
278	73	5.10.11	Other Terms & Conditions		MSP should also have the right to terminate the contract basis convenience	No change in RFP terms
279	73	5.10.11	Other Terms & Conditions	d. In addition to the right of the Bank to terminate the contract for the delayed/unsatisfactory/nonperformance of the Vendor and/or for various reasons detailed in the Service Level Agreement to be executed with the Bank, the Bank shall also be entitled to terminate the Contract at any time for its convenience by giving one month notice to the Vendor. It is hereby clarified that the termination for convenience shall be without any compensation to the Vendor and in case of termination for any reason, the Bank shall not be liable to pay any fee/consideration for the contract which is not performed. It is also clarified that the Vendor shall not be entitled to terminate the contract.	The present clause is about termination for convenience. As of now, the Bank wants for itself the exit clause rights. Now, we want to propose for both. Hence, the revised version. Also, the Notice period is one month. This should be enhanced to a minof 6 months.	No change in RFP terms
280	73	5.10.11	Other Terms & Conditions	d. Cancellation of contract and compensation	Suggested Changes - Bank to either levy penalty or liquidated damages not both.	No change in RFP terms

281	73	5.10.11	Other Terms & Conditions	<p>Cancellation of contract and compensation: The Bank reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bank on the following circumstances.</p> <ul style="list-style-type: none"> -The selected Bidder commits a breach of any of the terms and conditions of the tender/contract. - The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise - The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory. - If the delivery of XXX delayed by more than two weeks from the due date of delivery / If deductions on account of liquidated Damages exceeds more than 5% of the total contract value. - If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions - An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender. - Bidder failing to execute the contract document. 	<p>Would suggest that the Vendor should be given reasonable time to rectify the error/breach if any, before cancelling the contract as stated herein.</p>	No change in RFP terms
282	73	5.10.11	Other Terms & Conditions	<p>TERMINATION FOR CONVENIENCE: In addition to the right of the Bank to terminate the contract for the delayed/unsatisfactory/nonperformance of the Vendor and/or for various reasons detailed in the Service Level Agreement to be executed with the Bank, the Bank shall also be entitled to terminate the Contract at any time for its convenience by giving one month notice to the Vendor. It is hereby clarified that the termination for convenience shall be without any compensation to the Vendor and in case of termination for any reason, the Bank shall not be liable to pay any fee/consideration for the contract which is not performed. It is also clarified that the Vendor shall not be entitled to terminate the contract.</p>	<p>We suggest that even the Vendor should have the right to terminate the Contract, for convenience by giving one month's prior notice to the Bank. Further, the Bank should be liable to pay the fees/consideration till the termination of the Contract.</p>	No change in RFP terms
283	73	5.10.11.	Other Terms & Conditions		<p>TERMINATION FOR CONVENIENCE: In addition to the right of the Bank to terminate the contract for the delayed/unsatisfactory/nonperformance of the Vendor and/or for various reasons detailed in the Service Level Agreement to be executed with the Bank, the Bank shall also be entitled to terminate the Contract at any time for its convenience by giving one month notice to the Vendor. It is hereby clarified that the termination for convenience shall be without any compensation to the Vendor and in case of termination for any reason, the Bank shall not be liable to pay any fee/consideration for the contract which is not performed. It is also clarified that the Vendor shall not be entitled to terminate the contract.</p>	No change in RFP terms
284	73	5.10.11.	Other Terms & Conditions	<p>Cancellation of contract and compensation:</p>	<p>BIDDER requests that any cancellation of the contract be for the violation of the terms and conditions of the contract, as opposed to the violation of terms and conditions stipulated in the tender. BIDDER requests to delete the compensation clause in this context.</p>	No change in RFP terms
285	73	5.10.11.	Other Terms & Conditions	<p>Termination for Convenience:</p>	<p>Termination for convenience is acceptable only upon payment of a mutually agreed termination fees by the Bank as the bidder makes upfront investments for the project and result in commercial hardship. Hence request Bank the contract shall not be terminated only for a cause and not otherwise. we would like to discuss with Bank to include a clause in the agreement to deal with commercial nonviable ATMs from time to time.</p>	No change in RFP terms
286	73	5.10.11.	Other Terms & Conditions	<p>In addition to the right of the Bank to terminate the contract for the delayed/unsatisfactory/nonperformance of the Vendor and/or for various reasons detailed in the Service Level Agreement to be executed with the Bank, the Bank shall also be entitled to terminate the Contract at any time for its convenience by giving one month notice to the Vendor. It is hereby clarified that the termination for convenience shall be without any compensation to the Vendor and in case of termination for any reason, the Bank shall not be liable to pay any fee/consideration for the contract which is not performed. It is also clarified that the Vendor shall not be entitled to terminate the contract.</p>	<p>Bidder requests bank to remove clause of termination for convenience as due to large capex investment it will have a material impact on companys financial health</p>	No change in RFP terms
287	73	5.10.11.	Other Terms & Conditions	<p>TERMINATION FOR CONVENIENCE: In addition to the right of the Bank to terminate the contract for the delayed/unsatisfactory/nonperformance of the Vendor and/or for various reasons detailed in the Service Level Agreement to be executed with the Bank, the Bank shall also be entitled to terminate the Contract at any time for its convenience by giving one month notice to the Vendor. It is hereby clarified that the termination for convenience shall be without any compensation to the Vendor and in case of termination for any reason, the Bank shall not be liable to pay any fee/consideration for the contract which is not performed. It is also clarified that the Vendor shall not be entitled to terminate the contract.</p>	<p>We request the bank to remove this clause as the vendor has invested in the capex for providing services. Any termination for convenience should not be done unless it is proven that the bidder is at fault and cause.</p> <p>As the bidder needs to invest huge amount on this project, termination for convenience will be a huge risk.. Termination may be with cause and after serving some cure period. Therefore, please remove this clause</p> <p>Risk management teams do not agree to these points at all.</p>	No change in RFP terms

288	74	5.10.11	Other Terms & Conditions	In the event of any claim asserted by a third party of infringement of trademark, trade names, copy right, patent, intellectual property rights or industrial design rights arising from the use of the products supplied by the BIDDER or any part thereof in India, the BIDDER shall act expeditiously to extinguish such claim. If the BIDDER fails to comply and the BANK is required to pay compensation to a third party resulting from such infringement, the BIDDER shall be responsible for the compensation including all expenses, court costs and lawyer fees. The BANK will give notice to the BIDDER of such claim, if it is made, without delay.	As Bank has remedy in this RFP with respect to any default on the part of bidder in performance of its obligations in the form of LD, Penalty, forfeiture of PBG, termination of SLA, we request the Bank to restrict indemnity to 3rd party claim of IP infringement to the extent same is made against the bank due to bank's use of Bidder's services. Bidder agrees to pay all court cost, monetary damages and reasonable attorney fee awarded by the court or as agreed in a settlement between bidder and claiming party, if Bank provides, prompt notice of claim, sole control to defend or settle the claim, all information, support and cooperation reasonably required by the bidder to defend or settle the claim, with respect to threatened or actual IP Claim, bidder will entitled to modify, seek license or replace the services and if none of these options are available, bidder shall be entitled to take the infringing services back and refund bank advance service fee if any paid by the bank. These are the sole remedy of Bank for any IP infringement claim.	No change in RFP terms
289	74	5.10.11	Other Terms & Conditions	d. The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this contract and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Further the Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would not be limited to court awarded damages and shall include indirect, consequential and incidental	While we agree to comply with all statutory, regulatory and all other guidelines existing as on date of submission of bid, it is not possible for the bidder to envisage statutory, regulatory and all other guidelines in future and corresponding changes to be done to the Services, thus we request that bidder should be liable for compliance of all statutory, regulatory and all other guidelines applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly. Further we request the Bank to incorporate the process of indemnity and bidder being liable to indemnify the bank for any third party claim against the bank to the extent same is caused due to Bidder's non-compliance of applicable laws while providing services to the Bank under this RFP if (a) Bank providing prompt notice of the claim; (b) sole control to the Service Provider to defend or settle the claim; (c) provide all information, assistance or support required for defence or settlement of claim; (d) take all steps to mitigate the claim.	No change in RFP terms
290	74	5.10.11	Other Terms & Conditions		The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would not be limited to court awarded damages and shall include indirect, consequential and incidental damages. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.	No change in RFP terms
291	74	5.10.11	Other Terms & Conditions	The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would not be limited to court awarded damages and shall include indirect, consequential and incidental damages.	Request Bank to exclude indirect, consequential and incidental damages from indemnity obligations.	No change in RFP terms
292	74	5.10.11	Other Terms & Conditions	d. The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would not be limited to court awarded damages and shall include indirect, consequential and incidental damages. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.	minor corection is required	No change in RFP terms
293	74	5.10.11	Other Terms & Conditions	d. TERMINATION FOR CONVENIENCE	Suggested Changes - we too require termination for convenience	No change in RFP terms
294	74	5.10.11	Other Terms & Conditions	d. Compliance with law	Suggested Changes: Bidder shall not be liable for any indirect, incidental, consequential or punitive damages or for any loss of data & loss of life under any circumstances whatsoever to the Bank.	No change in RFP terms
295	74	5.10.11	Other Terms & Conditions	Patent Rights/Intellectual Property Rights In the event of any claim asserted by a third party of infringement of trademark, trade names, copy right, patent, intellectual property rights or industrial design rights arising from the use of the products supplied by the BIDDER or any part thereof in India, the BIDDER shall act expeditiously to extinguish such claim. If the BIDDER fails to comply and the BANK is required to pay compensation to a third party resulting from such infringement, the BIDDER shall be responsible for the compensation including all expenses, court costs and lawyer fees. The BANK will give notice to the BIDDER of such claim, if it is made, without delay.	Business team should consider the below: Bank shall not violate any proprietary and intellectual property rights of the Vendor and / or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights. Further, the Bank agrees that any product including but not limited to all information, reports, studies, software (including source codes, object codes and executables) flow charts, diagrams and other tangible and intangible material of any nature whatsoever produced by or as a result of any of the Services rendered under the SLA shall be the sole and exclusive property of the Vendor. Further, the Bidder should not be held liable for third party claims.	No change in RFP terms

296	74	5.10.11	Other Terms & Conditions	<p>Compliance with law The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this contract and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p> <p>The Vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would not be limited to court awarded damages and shall include indirect, consequential and incidental damages. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.</p>	<p>We suggest that the Vendor should be liable for actual proven losses and for acts directly attributable to the Vendor. Suggest deletion of the below line: Indemnity would not be limited to court awarded damages and shall include indirect, consequential and incidental damages.</p>	No change in RFP terms
297	74	5.10.11.	Other Terms & Conditions	<p>In addition to the right of the Bank to terminate the contract for the delayed/unsatisfactory/non-performance of the Vendor and/or for various reasons detailed in the Service Level Agreement to be executed with the Bank, the Bank shall also be entitled to terminate the Contract at any time for its convenience by giving one month notice to the Vendor. It is hereby clarified that the termination for convenience shall be without any compensation to the Vendor and in case of termination for any reason, the Bank shall not be liable to pay any fee/consideration for the contract which is not performed. It is also clarified that the Vendor shall not be entitled to terminate the contract.</p>	<p>in the event, Bank intends to exercise this right, we request the bank to pay the bidder service fee for unexpired term of the agreement and amend this clause accordingly.</p>	No change in RFP terms
298	75	5.10.11	Other Terms & Conditions	<p>Bank of India may at any time during the contract require the Bidder to revise the Deliverables, Equipment, Services or Supplies including Completion Date. In an event of such nature, Bank of India will request the Bidder to state in writing the effect such variation will have on the work schedule. The Bidder shall furnish these details, in writing, in two weeks from the receipt of such request</p>	<p>can the bank during the term of the Agreement ask for revision in the services without commercials</p>	No change in RFP terms
299	75	5.10.11	Other Terms & Conditions	<p>d. Violation of terms</p>	<p>Suggested changes : to be kept mutual</p>	No change in RFP terms
300	75	5.10.11	Other Terms & Conditions	<p>Violation of Terms Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in the Contract/RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of the amounts due under this contract and related costs and a right for damages.</p>	<p>We suggest to make this clause mutual.</p>	No change in RFP terms
301	75	5.10.12	RBI & MHA guidelines	<p>Vendors shall strictly adhere to the standards for engaging the Service Provider and it's sub-contractor relating to Cash Management activities issued by the Regulator and Govt of India from time to time</p>	<p>While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory changes and future changes from Card Network, NPCI rules/requirement changes and corresponding impact/changes to be done to the services thus Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations and Card Network/NPCI rules/requirements shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.</p>	No change in RFP terms
302	75	5.10.12	RBI & MHA guidelines	<p>5.10.12 RBI and Government of India, Ministry of Home Affairs guidelines on Minimum standards in arrangement with Service Providers for Cash Management</p> <p>Vendors shall strictly adhere to the standards for engaging the Service Provider and it's sub-contractor relating to Cash Management activities issued by the Regulator and Govt of India from time to time. Latest instructions in this regard are as under: 1. RBI circular No DCM (Pig) No.3563/10.25.07/2017-18 dated April 06, 2018 bank shall put in place certain minimum standards in arrangements with the service providers for cash management related activities. 2. Ministry of Home Affairs (MHA), Govt of India has issued Gazette Notification dated 08-08-2018 on this aspect and comes into effect from 08-02-2018.</p>	<p>CRA/CIT is a core activity for the delivery of services. Bank expects world class delivery of services. We request the bank to ensure that the bidders do not take aggressive forward calls in CRA/CIT services. Bidders should furnish a Cash Services Agreement with acceptance to all cash related terms so that the bank gets the desired services. This is similar to a Manufacturer Authorisation Form(MAF) in ATM/ADWM RFPs to ensure that there is no discrepancy in service deliverables by CRAs against the RFP terms.</p>	No change in RFP terms

303	79	5.10.12	RBI & MHA guidelines	With regard to security, additional regulations / guidelines as prescribed by Private Security Agencies (Regulation) Act, 2005, the Government of India and the State Governments from time to time must be adhered to.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory changes and future changes from Card Network, NPCI rules/requirement changes and corresponding impact/changes to be done to the services thus Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations and Card Network/NPCI rules/requirements shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	No change in RFP terms
304	85	5.11	Installation of CD at E-Gallery	Installation of CD at E gallery	Request the Bank to confirm the number of E-gallery Sites	Approximately 400 in number. It may vary as per Bank's requirement.
305	85	5.11	Installation of CD at E-Gallery	5.11 Installation of CD at E gallery	We request the bank to clarify under which revenue category will the E-Gallery fall under	on-site
306	88	5.14	Change required on ATM due to regulatory requirement	Changes required on ATM due to regulatory requirements shall be carried out by the Vendor at no additional cost to Bank	Bidder will comply and fulfill all the regulatory/statutory guidelines as on date of RFP. For any future upgradation, Bidder may incur additional costs. Request the Bank to consider the same and amend the clause.	No change in RFP terms
307	88	5.15	second, third and fourth cd installation	In the event of availability of space and the transaction hits / dispense pattern, Bank may place order for installation of second, third and fourth CD at the existing location including that of e gallery. These additional CDs at such location will be required to be installed by the Vendor who has installed the first CD.	Request the bank to specify the number of sites Bank is planning to have second, third and fourth installation of CDs.	appx . 125 sites. Subject to changes based on Bank's requirement
308	88	5.15	second, third and fourth cd installation	Second, Third and Fourth CD installation at one site In the event of availability of space and the transaction hits / dispense pattern, Bank may place order for installation of second, third and fourth CD at the existing location including that of e gallery. These additional CDs at such location will be required to be installed by the Vendor who has installed the first CD.	Bidder requests bank to clarify whether these second , third and fourth CD installation are in addition to 4000 CD which needs to be installed or it is included in 4000.? Also provide approx sites of 2nd , 3rd and 4th ATM	it is included in 4000 CDs.
309	88	5.16	compliance with regulatory requirements	Vendor has to comply following advisory/guidelines issued by RBI/BA/GOI and any further modifications and new advisories issued during the contract period Vendor should comply all the formats of reports, reconciliation certificate, Electronic Journal, Receipts etc. as required by Bank, RBI, Govt etc.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory changes and future changes from Card Network, NPCI rules/requirement changes and corresponding impact/changes to be done to the services thus Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations and Card Network/NPCI rules/requirements shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	No change in RFP terms
310	90	5.17	compliance with IS security policy	Bidder need to comply with other existing and future policies/SOPs of the Bank related to ATM operations/Governance etc.	We request the Bank to share the existing Bank Policies/SOPs applicable to this contract with FIS for its review and agreement. Any future Bank Policy/SOPs should also be shared with us for its review and go through the change request process, at least where there is a cost impact.	will be shared with the successful bidder
311	90	5.17	compliance with IS security policy	Bidder need to comply with other existing and future policies/SOPs of the Bank related to ATM operations/Governance etc. In addition, bidder is required to address the observations of various audits/examinations of Regulator as and when advised in the stipulated timeline	While we agree to comply with all existing policies/SOPs of the Bank related to ATM operations/Governance which Bank has shared with the bidder existing as on date of submission of bid, it is not possible for the bidder to envisage policies/SOPs which will be issued by the Bank in future and corresponding changes to be done to the Services, thus we request that bidder should be liable for compliance of policies/SOPs of the Bank related to ATM operations/Governance applicable as on date of submission of bid and compliance to any future policies/SOPs of the Bank related to ATM operations/Governance shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No change in RFP terms
312	94	5.17	compliance with IS security policy	Vendor shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility	It is Bank's obligation to protect its network and subnetworks, effectively against unauthorized access, malware, malicious code and other threats, thus we request the Bank to kindly delete this clause.	No change in RFP terms
313	95	6.1.1	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	8th Generation Intel® Core™ i5 Processor or higher with minimum 3.3 GHz and 6 MB cache or above. Vendor to provide the supported OS/Patching related software/hardware upgrades without any cost to Bank during the contract period	Requesting bank to change configuration to "4th Generation Intel® Core™ i3 Processor or higher with minimum 3.0 GHz and 3 MB cache or above" as this is sufficient for optimum ATM performance.	6th Generation Intel® Core™ i3 Processor or higher with minimum 3.0 GHz and 3 MB cache or above". Vendor to provide the supported OS/Patching related software/hardware upgrades without any cost to Bank during the contract period

314	95	6.1.1	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	<p>i5/8th Generation Intel's processor has two frequency specifications, one is base frequency and the other is Max Turbo Frequency.</p> <p>As BOI is asking minimum 3.3GHz, please clarify if BOI is asking this frequency for "Base frequency" or for "Max Turbo Frequency"?</p>	1.1	Specifications changed
315	95	6.1.1	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	<p>We as ATM OEM need to plan for the 7 years support and integrate the ATM Core with OS & XFS. This requires proper roadmap planning. Request bank to amend the clause so that we can deliver a properly tested ATM and support it for the contracted life period . Request Bank to amend the clause as "Intel i5 6th Gen (4 core) with base frequency 2.3 GHz and 6MB cache (with lower TDP @35W) or higher "</p>	Part 6 - 1.1	6th Generation Intel® Core™ i3 Processor or higher with minimum 3.0 GHz and 3 MB cache or above". Vendor to provide the supported OS/Patching related software/hardware upgrades without any cost to Bank during the contract period
316	95	6.1.1	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	<p>As a practice we build software with all relevant patches (before roll out of machines). Bank requirement looks like is more to do with OS Support. Support for 3rd Party O/S (Microsoft) will be provided based on the patches released by Microsoft and will be subject to that company's warranty and support terms. We do not have control over the new releases. We will meet Bank requirement as per the terms of RFP to date and any new upgrade in the 7 years life cycle if involves any h/w and s/w upgrade will be discussed and mutually agreed. Request Bank to look into this and make necessary changes</p>	Part 6-1.1	No change in RFP terms
317	95	6.1.1	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	<p>Vendor to provide the supported OS/Patching related software/hardware upgrades without any cost to Bank during the contract period.</p>	<p>As a practice we build software with all relevant patches (before roll out of machines). Bank requirement looks like is more to do with OS Support. Support for 3rd Party O/S (Microsoft) will be provided based on the patches released by Microsoft and will be subject to that company's warranty and support terms. We do not have control over the new releases. We will meet Bank requirement as per the terms of RFP to date and any new upgrade in the 7 years life cycle if involves any h/w and s/w upgrade will be discussed and mutually agreed. Request Bank to look into this and make necessary changes</p>	No change in RFP terms
318	95	6.1.1	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	<p>Vendor to provide the supported OS/Patching related software/hardware upgrades without any cost to Bank during the contract period.</p>	<p>As a practice OEMs build software with all relevant patches (before roll out of machines). Bank requirement looks like is more to do with OS Support. Support for 3rd Party O/S (Microsoft) will be provided based on the patches released by Microsoft and will be subject to that company's warranty and support terms. We do not have control over the new releases. We will meet Bank requirement as per the terms of RFP to date and any new upgrade in the 7 years life cycle if involves any h/w and s/w upgrade will be discussed and mutually agreed. Request Bank to look into this and make necessary changes</p>	No change in RFP terms
319	95	6.1.1	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	<p>Vendor to provide the supported OS/Patching related software/hardware upgrades without any cost to Bank during the contract period.</p>	<p>NCR will ensure that at the time of software build creation (before roll out of machines), relevant patches will be included. Your requirements are more to do with OS Support. Support (or 3rd Party like O/S will be provided as provided by a third party and will be subject to that company's warranty and support terms and NCR will have no warranty or support obligations with respect to such products. If any Hardware upgrade is required charges for the same will be applicable.</p>	No change in RFP terms
320	95	6.1.2	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	<p>8 GB DDR3 RAM or higher with scope to increase capacity, whenever required.</p>	<p>Requesting bank to modify the clause as: 4 GB DDR3 RAM or higher with scope to increase capacity, whenever required</p>	No change in RFP terms
321	95	6.1.3	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	<p>2 X 1 TB SATA/e-SATA HDDs or higher</p>	<p>Requesting bank to modify the clause as: 2 X 500 GB SATA/e-SATA HDDs or higher.</p> <p>2 x 500 GB HDDs are sufficient to store the terminal application software and the transaction images for a period of 6 months (considering 400 transactions per day)</p>	No change in RFP terms
322	95	6.1.4	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	<p>Please consider options: 1) Remove this item or 2) "2 or more USB ports in front for access CDs"</p>	1.4	1.4. - 2 or more USB ports in front for front access CDs
323	95	6.1.4	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	<p>1.4. - 4 or more USB ports in front for front access CDs</p>	<p>Please consider options: 1) Remove this item or 2) "2 or more USB ports in front for access CDs"</p>	1.4. - 2 or more USB ports in front for front access CDs

324	95	6.1.5	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	Microsoft Windows 10 or above with latest service pack. In case supplied OS is declared end of support by Microsoft, the bidder has to replace the same with a supported OS including the supported hardware changes or provide compensating controls without any cost to Bank.	Requesting bank to modify the clause as: Microsoft Windows 10 or above with latest service pack or Linux. In case supplied OS is declared end of support by Microsoft, the bidder has to replace the same with a supported OS including the supported hardware changes or provide compensating controls without any cost to Bank. Linux being very robust system and having much greater resilience to the virus and malwares. The same is being preferred and suggested by the security experts. Ministry of Electronics & Information Technology is advocating the preference to Open Source Software vide Government Notification Ref No. F No. 1(3)/2014-EG II is attached herewith. The same can be referred on website (https://meity.gov.in/content/policy-adoption-open-source-software-government-india)	Microsoft Windows 10 or above with latest service pack OR Linux. In case supplied Microsoft Windows OS is declared end of support by Microsoft, the bidder has to replace the same with a supported OS including the supported hardware changes or provide compensating controls without any cost to Bank.
325	95	6.1.6	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	OS Hardening (with local firewall) guidelines issued by the OS supplier and the Bank's IS Policy should be strictly followed.	Part 6- 1.6	will be shared with the successful bidder
326	95	6.1.6	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	OS Hardening (with local firewall) guidelines issued by the OS supplier and the Bank's IS Policy should be strictly followed.	Bank to share IS Policy	will be shared with the successful bidder
327	95	6.1.6	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	OS Hardening (with local firewall) guidelines issued by the OS supplier and the Bank's IS Policy should be strictly followed.	Request the Bank to share IS Policy	will be shared with the successful bidder
328	95	6.1.6	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	Capable of supporting any Endpoint Protection/Whitelisting solution procured by Bank with a view to prevent malware including viruses, worms and Trojans should enter and affect the system.	Request the Bank to provide details of Solution procured by them.	will be shared with the successful bidder
329	95	6.1.6	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	OS Hardening (with local firewall) guidelines issued by the OS supplier and the Bank's IS Policy should be strictly followed.	Bank to share IS Policy	will be shared with the successful bidder
330	95	6.1.6	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	Software with CEN XFS 3.0 or above compliant and cross vendor support, documentation, and terminal diagnostics/utilities and capable of running Multi-Vendor Software without any hardware changes. Testing, installation and operationalisation of same without any additional cost to the Bank.	Bank to provide complete details of MVS. Any new build creation post the signoff & roll out of software will be mutually discussed & charges will be applicable for the same.	Software with CEN XFS 3.0 or above compliant and cross vendor support, documentation, and terminal diagnostics/utilities. Testing, installation and operationalisation of same without any additional cost to the Bank.
331	95	6.2.1	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	2.1	Software with CEN XFS 3.0 or above compliant and cross vendor support, documentation, and terminal diagnostics/utilities and capable of running Multi-Vendor Software without any hardware changes. Testing, installation and operationalisation of same without any additional cost to the Bank.	Software with CEN XFS 3.0 or above compliant and cross vendor support, documentation, and terminal diagnostics/utilities. Testing, installation and operationalisation of same without any additional cost to the Bank.
332	95	6.2.1	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	Software with CEN XFS 3.0 or above compliant and cross vendor support, documentation, and terminal diagnostics/utilities and capable of running Multi-Vendor Software without any hardware changes. Testing, installation and operationalisation of same without any additional cost to the Bank.	Part 6- 2.1	Software with CEN XFS 3.0 or above compliant and cross vendor support, documentation, and terminal diagnostics/utilities. Testing, installation and operationalisation of same without any additional cost to the Bank.
333	95	6.2.2	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	2.2	Software with drivers (for non-XFS devices), API documentation, and terminal diagnostics/utilities.	No change in RFP terms
334	95	6.2.3	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	Capable of supporting any Endpoint Protection/Whitelisting solution procured by Bank with a view to prevent malware including viruses, worms and Trojans should enter and affect the system.	Part 6 -2.3	will be shared with the successful bidder
335	95	6.2.3	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	Capable of supporting any Endpoint Protection/Whitelisting solution procured by Bank with a view to prevent malware including viruses, worms and Trojans should enter and affect the system.	Bank to provide details of Solution procured by them.	will be shared with the successful bidder
336	95	6.2.4	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	OEM/Service provider is required to provide latest OS and Cen XFS application version to support Regulatory requirement or Bank's need to support applications during the contract period.	Part 6 - 2.4	No change in RFP terms
337	95	6.2.4	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	OEM/Service provider is required to provide latest OS and Cen XFS application version to support Regulatory requirement or Bank's need to support applications during the contract period.	Bidder / OEM will be able to provide latest relevant patch while creating the build. Post that if any hardware of software needs to be upgraded or replaced applicable charges will be discussed with the bank.	No change in RFP terms

338	95	6.2.4	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	OEM/Service provider is required to provide latest OS and Cen XFS application version to support Regulatory requirement or Bank's need to support applications during the contract period.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory changes and future changes from Card Network, NPCI rules/requirement changes and corresponding impact/changes to be done to the services thus Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations and Card Network/NPCI rules/requirements shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	No change in RFP terms
339	95	6.2.4	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	OEM/Service provider is required to provide latest OS and Cen XFS application version to support Regulatory requirement or Bank's need to support applications during the contract period.	Bidder / OEM will be able to provide latest relevant pat whichever creating the build. Post that if any hardware of software needs to be upgraded or replaced applicable charges will be discussed with the bank.	No change in RFP terms
340	96	6.3.1	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	S&G / MAS Hamilton (KABAMAS-CEMCON) (or an equivalent make, of high international repute), Centrally/ Remote controlled dual electronic combination lock of 6 + 6 digits with capability for one-time combination(OTC) and audit trail without any hardware change	We request the bank to include Securam also as part of the list as they are the existing make available on SBI ATMs	No change in RFP terms
341	96	6.3.5	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	UL 291 Level 1/CEN 1 Certified Secure Chest or higher	UL is very dated safe specification. We recommend bank to make the safe security as CEN1 or higher	No change in RFP terms
342	96	6.4.4	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	4.4. Indication (visible/audible and software) of proper insertion of all cassettes.	Requesting bank to modify the clause as: Suitable indication of proper insertion of all cassettes (visible/audible/software)	To be read as: Suitable indication of proper insertion of all cassettes (visible/audible/software)
343	96	6.4.5	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	2 x Double Pick Module, and 4 cassettes with lock & key.	Part 6 - 4.5	To be read as: 2 x Double Pick Module, and 4 lockable cassettes .
344	96	6.4.5	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	2 x Double Pick Module, and 4 cassettes with lock & key.	We recommend to use Standard cassette which can be locked through a serial tags which can be tamper evident. Cassette lock does not provide the security expected and adds many operational challenges. Recommended clause " 2 x Double Pick Module, and 4 lockable cassettes"	To be read as: 2 x Double Pick Module, and 4 lockable cassettes .
345	96	6.4.6	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	We recommend to use Standard lockable divert bin which can be locked through a serial tags which can be tamper evident. Adding lock to divert bin does not provide the security expected and adds many operational challenges. Recommended clause "Lockable Reject or Divert bin with capacity to hold at least 200 notes."	Part 6 - 4.6	To be read as: Lockable Reject BIN or Divert cassette bin with capacity to hold at least 200 notes.
346	96	6.4.9	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Capable of dispensing all denominations Rs.50, Rs.100, Rs. 200/-, Rs. 500/-, Rs.2000, as well as new denominations, if any, issued subsequently without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component requirement	OEM / Bidder cannot envisage any changes that may be required for new denomination. Hence if any changes happen or any new denominations are introduced then charges (for example Spacer / Roll out) for the same will be applicable.	No change in RFP terms
347	97	6.4.16	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Vendor to provide all the model of CD as specified in the submitted Technical Specifications of not more than two OEMs. Any vandalized machine will also be replaced with the same make & model	Need clarification	No change in RFP terms
348	97	6.5.3	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Should provide necessary certificates/approvals from VISA,Master Card, Amex, Union Pay, Rupay, Discover including TQM(IFM) certificates. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	Should provide necessary certificates/approvals from VISA,Master Card, Amex, Union Pay, Rupay, Discover including TQM(IFM) certificates. On expiry of certificate, it should be replaced with valid certificate at no additional cost to the Bank.	No change in RFP terms
349	98	6.5.7	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Communication link between the card reader and system should be encrypted by latest encryption standards. (This is between the Card Reader and the CD)	Need clarification	No change in RFP terms
350	98	6.5.7	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Communication link between the card reader and system should be encrypted by latest encryption standards. (This is between the Card Reader and the CD)	Requesting bank to remove this clause	No change in RFP terms
351	98	6.5.8	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Card reader should be capable of disabling reading the magstripe as and when required by the Bank. If physical visit is required for disablement, vendor to arrange the same at no additional cost to the Bank	In today's scenario customer card and ATM card reader both will have Magnetic stripe and EMV Chip. Whether to read Mag strip or EMV is completely managed from ATM switch and ATM has no control over it. Disabling of fallback is controlled at the switch level not at the ATM. Bank should relook into this clause for vendors to remain compliant with RFP terms	clause 5.8 stands deleted

352	98	6.6.2	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Touch Screen Specifications: IP65 rating	This specs are for TTW (through the wall) ATMS, please delete this item.	6.2. Touch Screen Specifications: IP65 rating to read as industry standard protective touch screen
353	98	6.6.2	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Touch Screen Specifications: IP65 rating	RFP terms are for a lobby ATM and these are not certified for IP65 ratings. Typically, IP65 are the once which exposed to an external weather and not for the lobby ATM which are deployed under a controlled environment. Newer touchscreen work very efficiently and we offer a world class touch technology (Projected CAPactive, PCAP) which are multi-touch capable and can work in most harsh environment-like restaurants etc. Bank should relook / Remove into this clause so that vendors remain complaint with RFP terms.	6.2. Touch Screen Specifications: IP65 rating to read as industry standard protective touch screen
354	99	6.6.7	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	6.1	Provide Text-to-Speech (TTS) support in English, Hindi and regional languages	No change in RFP terms
355	99	6.6.10	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Provide Text-to-Speech (TTS) support in English, Hindi and regional languages.	Currently we only have English and Hindi Text to Speech support.	No change in RFP terms
356	99	6.6.12	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Terminal should report status (XFS) whether headphone is present/ not present in headphone jack, to the monitoring system	Voice guidance does gets automatically enabled when headphone jack is inserted. Headphone jack present is not an XFS event. Headphone jack is not an intelligent device and is not supported under CEN XFS standards. For a voice guidance to automatically start, application can detect the headphone jack insertion and start voice guidance which is as per IBA guidelines. We have deployed this solution in India and globally which meets the local regulatory requirement. Bank should relook into this clause so that vendors remain complaint with RFP terms.	clause 6.12 stands deleted
357	99	6.6.9	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Voice guidance support with internal speakers & headphone jack 5 (hardware as well as software both to be provided with CD). Capable of voice guidance to the customer and digitalized wave files in the Indian accent for the same in Hindi & English languages to be provided by the vendor. There should be support for text to speech for full-fledged voice guidance solution implementation without any extra cost to the Bank.	Functionality for Visually Impaired Persons is available with Text to Speech platform which is as per IBA and only supports English and Hindi language. For VI preparation we required TXN details from bank end.	No change in RFP terms
358	100	6.7.10	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Request Cash Dispenser is a lobby ATM and typical operating environment is 10 to 40C and 20 to 80RH. Also Bank is asking for Air Conditioners part of the scope of this tender. Request Bank to amend this clause accordingly	Request Cash Dispenser is a lobby ATM and typical operating environment is 10 to 40C and 20 to 80RH. Also Bank is asking for Air Conditioners part of the scope of this tender. Request Bank to amend this clause accordingly	No change in RFP terms
359	100	6.7.11	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Solution should be able to integrated with any Multi- Vendor ATM Software available with Bank to facilitate the pulling of images centrally.	Bank to provide details of Multi Vendor ATM Software	clause 6.7.11 stands deleted
360	100	6.7.12	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	The 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.	Requesting bank to change this Clause "The Solution should be capable of notifying the Switch in case the DVSS camera is faulty"	Suitable alternate solution to be provided by the bidder
361	100	6.7.12	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	The 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.	The camera solution will send the "M" status to Switch in case of camera is covered/blocked, it is Switch which shouldn't send the dispense command.	Suitable alternate solution to be provided by the bidder
362	100	6.7.12	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	It is not feasible to send signal when someone blocks the camera. However if camera is not functional such status will be sent. Request you to please amend the clause accordingly.	It is not feasible to send signal when someone blocks the camera. However if camera is not functional such status will be sent. Request you to please amend the clause accordingly.	Suitable alternate solution to be provided by the bidder
363	100	6.7.14	Capable of Remote Key Management - Triple DES/RSA, Certificate or Signature-based.	Capable of Remote Key Management - Triple DES/RSA, Certificate or Signature-based.	Bank to provide more clarity on the same.	No change in RFP terms
364	100	6.7.16	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	CD should be with in-built security features to trigger alarm in case of fire, hammering/tilting of the machine	Request bank to remove "Tilting"	No change in RFP terms
365	100	6.7.2	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	CD must Support TLS 1.2 or above and shall provide required software, if any.	Bank need to provide TLS certificate for implementation	No change in RFP terms

366	100	6.7.7	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	The solution must be capable of monitoring from a central location. The Solution should be able to pull the required images From the central location and share the same over e-mail/stp/other communication medium with bank officials, as and when required.	Image Pulling need to done by using cocontent distribution application	No change in RFP terms
367	100	6.7.8	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	The image surveillance solution must not degrade the performance of ATM/ CD, e.g. speed of normal transaction. The solution should be able to pull the required images from the Central Location and share the same over e-mail with Bank officials, as and when required.	Image Pulling need to done by using cocontent distribution application	No change in RFP terms
368	101	6.7.21	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Should support IPv4 addressing and be IPv6 ready. Ability to perform IPv4-IPv6 integration, if required, at no additional cost to bank.	Bank to provide more clarity. Any Customisation if needed post deployment of the solution will be mutually discussed & will be chargeable.	No change in RFP terms
369	101	6.7.22	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Ability to support multiple NIC to enable multiple connections	Multiple NIC offering with ATM PC Core is not feasible. Request Bank to relook / remove the same. Bank should relook into this clause so that vendors remain complaint with RFP terms.	No change in RFP terms
370	101	6.7.22	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Ability to support multiple NIC to enable multiple connections	Part 6 - 7.22	No change in RFP terms
371	101	6.7.22	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Ability to support multiple NIC to enable multiple connections	Please clarify, multiple connections (NIC - Ethernet cards) because the limitation of number and type of current slots in the Mainboard, this point can be attended using one additional support, when required?	No change in RFP terms
372	101	6.7.25	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Machine should print customer slip in HINDI and English and regional languages.	There are two ways to configure Regional language printing. 1) Logo Printing :- Necessary configuration at Switch level for implementing the logo files in the reply message (switch team) System integration testing (By AGS & switch team) man days efforts cost involved. 2) Multilingual Receipt Printing (Unicode): System integration testing (By AGS) man days efforts cost involved.	No change in RFP terms
373	101	6.7.31	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Vendor should have their own software agent for EJ pulling and Remote Monitoring Software support for the Cash Dispenser to monitor its functions from a Central site. The Cash Dispenser should be capable of supporting a third party software agent such as SDMS (Scientific Data ManagementSystem)/ Infobase / Radia, etc. The vendor also agrees to install any software selected by the Bank at no cost to the Bank.	Need more clarification	No change in RFP terms
374	101	6.8.1	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Remote diagnostic agent to diagnose problems with the machine including but not limited to predicting part failures. This service including proactive rectification of problems reported by remote diagnostic agent will have to be provided by the applicant/bidder/ OEM mandatorily at no extra cost to the Bank.	Need more clarification	No change in RFP terms
375	101	6.8.1	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Remote diagnostic agent to diagnose problems with the machine including but not limited to predicting part failures. This service including proactive rectification of problems reported by remote diagnostic agent will have to be provided by the applicant/bidder/ OEM mandatorily at no extra cost to the Bank.	Predicting part failures currently is not an automated feature. Request you to please remove this clause accordingly.	No change in RFP terms
376	102	6.10.1	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Contactless Card integration The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting upto ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18092 or higher. In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware/software without any additional cost to the bank during the contract period.	Part 6 - 10.1	No change in RFP terms
377	102	6.10.1	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Contactless Card integration The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting upto ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18092 or higher. In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware/software without any additional cost to the bank during the contract period.	OEM / Bidder cannot envisage future changes & hence cost for the same cannot be factored in. Contactless applicable to the ATM standards is ISO 14443 Type A/Type B, MiFare. Other standards are still evolving and not being incorporated to the NFC terminal devices. Request Bank to amend the clause for the same. Request you to remove the clause pertaining to no additional cost to the bank during the contract period	No change in RFP terms

378	102	6.10.1	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting upto ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18092 or higher. In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware/software without any additional cost to the bank during the contract period.	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory changes and future changes from Card Network, NPCI rules/requirement changes and corresponding impact/changes to be done to the services thus Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations and Card Network/NPCI rules/requirements shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	No change in RFP terms
379	102	6.10.1		Contactless Card integration The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting upto ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18092 or higher. In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware/software without any additional cost to the bank during the contract period.	Need more details on the functionality and flow for supporting this with bank system. Please share complete SOW	No change in RFP terms
380	102	6.10.1	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	Contactless Card integration The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting upto ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18092 or higher. In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware/software without any additional cost to the bank during the contract period.	OEM / Bidder cannot envisage future changes & hence cost for the same cannot be factored in. Contactless applicable to the ATM standards is ISO 14443 Type A/Type B, MiFare. Other standards are still evolving and not being incorporated to the NFC terminal devices. Request Bank to amend the clause for the same. Request you to remove the clause pertaining to no additional cost to the bank during the contract period	No change in RFP terms
381	102	6.10.1	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	Contactless Card integration: The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting upto ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18092 or higher. In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware / software without any additional cost to the bank during the contract period.	Requesting bank to modify the clause as: CD should have Capability for Contactless Card integration. The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting upto ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18092 or higher. In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware / software based on a mutually agreed cost to the bank during the contract period.	No change in RFP terms
382	102	6.10.1	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	Contactless Card integration: The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting upto ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18092 or higher. In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware / software without any additional cost to the bank during the contract period.	Requesting bank to modify the clause as: CD should have Capability for Contactless Card integration. The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting upto ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18092 or higher. In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware / software based on a mutually agreed cost to the bank during the contract period.	No change in RFP terms
383	102	6.10.1	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	Contactless Card integration The NFC contactless module with support Contactless Card integration (Hardware and Software) supporting upto ISO 14443 Type A/Type B, MiFare, ISO 21481 and ISO/IEC 18092 or higher. In case of any new guidelines or the regulator mandates newer specifications, the service provider should provide required support for hardware/software without any additional cost to the bank during the contract period.	Contactless applicable to the ATM standards is ISO 14443 Type A/Type B, MiFare. Other standards are still evolving and not being incorporated to the NFC terminal devices. Request Bank to amend the clause for the same	No change in RFP terms
384	102	6.9.4	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	CD should have Integrated Power Management Solution. The CD software must be capable of interfacing with the Bank's UPS systems and query the battery status, in-line power and temperature, taking the machine out of service if the battery capacity is too low, perform scheduled power offs and automatically start up at the configured date and time. The solution must shut down gracefully to allow completion of the ongoing transaction in the event of complete battery discharge. The above power management functionality must be controllable remotely. In this situation, CD should have the capability of generating	SNMP Card and suitable shutdown software can be provided by UPS vendor for the application. Please clarify	No change in RFP terms
385	102	6.9.5	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	CDs 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.	A SITE UPS will be installed in ATM room and the ATM will be inside the wall. Install an extra UPS inside the ATM is not technically recommended. Other point, the ATM will have Power Manager System what will verify the UPS battery level before start any transaction what will avoid power off during the transaction. We like to recommend BOI remove this item and introduce SSD Disks/M2 or Memory technology to preserve the ATM software.	CDs to be provided with facility 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.

386	102	6.9.5	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	CDs 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.	A SITE UPS will be installed in ATM room and the ATM will be inside the wall. Install an extra UPS inside the ATM is not technically recommended. Other point, the ATM will have Power Manager System what will verify the UPS battery level before start any transaction what will avoid power off during the transaction. We like to recommend BOI remove this item and introduce SSD Disks/M2/ or Memory technology to preserve the ATM software.	CDs to have facility 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.
387	102	6.9.5	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	CDs 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.	Also, in the current CD architecture, this functionality is achieved through "LTS- Last Transaction status" fields with the transaction details, which will be preserving the last state of the machine during loss of power supply As per RFP Page No. 56 / Point No. 15 - UPS Requirement - It is responsibility of the Vendor to arrange for uninterrupted power supply for ATM functioning. Vendor should install and maintain UPS with minimum 6 hours battery backup. In areas where there is acute load shedding, the Vendor should arrange for UPS with minimum 8 hours battery backup. Hence internal battery backup in CD is not required. Requesting bank to remove this clause. A small, mobile device can use internal batteries because it is low energy. In the case of the ATM, high power (450W) the batteries are different and contained chemical / acid in their active materials to create electrical energy through an electrochemical and produce harmful gases and contaminate the internal parts of the ATM. Another point, if these batteries are installed inside the ATM / CD, where the temperature is +10 to 15 degrees higher than the outside temperature, which will significantly reduce the	CDs to have facility 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.
388	103	6.11.2	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	Support Biometric Based Authentication API v2.0 specifications (should be UIDAI certified biometric device for biometric capture and authentication).	Request the bank to clarify whether Biometric hardware would suffice or we would need to connect with the morpho server.	biometric required and shall connect with biometric server
389	103	6.13.2	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	L-3 Certification with MasterCard, Visa, Rupay or any other provider to be done by the service provider	L-3 certification will be done by the Bank and the switch.Bidder / OEM vendor don't play a major role here. Request bank to look into the same	No change in RFP terms
390	103	6.13.2	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	L-3 Certification with MasterCard, Visa, Rupay or any other provider to be done by the service provider	L-3 certification will be done by the Bank and the switch.Bidder / OEM vendor don't play a major role here. Request bank to look into the same	No change in RFP terms
391	103	6.13.4	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	The bank will require these images and videos for disputed transactions. Failure to provide the image and video for the transactions required by the Bank, the Vendor to pay penalty of Rs.1000/- or the disputed amount, whichever is higher.	Suggested Changes - No penalty will be levied before mutual discussion and consent of the Bidder. CCTV footage will be retained for a period of 90 days from the date of such captured video and can be provided to the bank on such request and not thereafter.	The bank will require these images and videos for disputed transactions. Failure to provide the image and video for the transactions required by the Bank, the Vendor to pay penalty of Rs.500/- or the disputed amount, whichever is higher.
392	103	6.13.4	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	Cash Slot camera A Camera should be present within the machine at the cash slot to capture the movement of cash from the presenter belt and final Withdrawal by the customer. The camera should be capable of taking images and videos of the cash movement. The images and videos should be time stamped with Terminal ID, Masked Account & Card no. etc. The images and videos should be saved in the Harddisk and should be capable of being pulled centrally. The bank will require these images and videos for disputed transactions. Failure to provide the image and video for the transactions required by the Bank, the Vendor to pay penalty of Rs.1000/- or the disputed amount, whichever is higher.	This required feature needs to be clarified	No change in RFP terms
393	103	6.14.1	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	Co-ordinated LED Lights Indicators at Card Reader, Cash slot dispenser, Keypad, Receipt printer. The LED Lights at these places will blink accordingly during the course of transaction attracting the attention of the customer to that part of the machine	Requesting bank to change this Clause "Co-ordinated LED Lights Indicators at Card Reader, Cash slot dispenser, Receipt printer. The LED Lights at these places will blink accordingly during the course of transaction attracting the attention of the customer to that part of the machine".	Co-ordinated LED Lights Indicators at Card Reader, Cash slot dispenser, Receipt printer. The LED Lights at these places will blink accordingly during the course of transaction attracting the attention of the customer to that part of the machine
394	103	6.14.1	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	Co-ordinated LED Lights Indicators at Card Reader, Cash slot dispenser, Keypad, Receipt printer. The LED Lights at these places will blink accordingly during the course of transaction attracting the attention of the customer to that part of the machine	ATM do come with media indicators however they are not available for all input points. Additionally, these ATMs are offered with Touchscreen where there are no buttons used. Through software we can always design UI friendly to customer and provide better experience We request Bank to remove this clause.	Co-ordinated LED Lights Indicators at Card Reader, Cash slot dispenser, Receipt printer. The LED Lights at these places will blink accordingly during the course of transaction attracting the attention of the customer to that part of the machine
395	104	6.14.4	TECHNICAL & FUNCTIONAL SPECIFICATION S (TFS)-Front Access Lobby Model	Keypad:Whenever the machine needs input from Keypad	Requesting bank to remove this Clause as Key input prompt is displayed in screen	No change in RFP terms

396	104	6.14.8	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Vendor to provide utility for converting the Cash Dispenser files, containing transaction details, into ASCII format.	Our EJ logs are in plain text format no need to do any conversion	No change in RFP terms
397	104	6.14.8	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Vendor to provide utility for converting the Cash Dispenser files, containing transaction details, into ASCII format.	Bank to provide more details for the same	atm log files to be provided in ascii format
398	104	6.14.9	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)-Front Access Lobby Model	Please clarify if F-Keys are mandatory and Braille are not mandatory? Or what is not mandatory?	14.9	Clause stands deleted
399	105	6A.1	ATM Application Related	*Machine should be capable of centrally downloading Software/ Patches upgrades and idle screen and content distribution when connected with Bank's provided MVS Software.*	Request the Bank to provide details of MVS software. We also request Bank to look into the commercial bidding format where H/W & S/W are 2 line item since there is a mention of MVS	*Machine should be capable of centrally downloading Software/ Patches upgrades and idle screen and content distribution.
400	105	6A.11	ATM Application Related	11	Bank has requested below support 11. Software to support DDC/912 or NDC message emulation. 12. Software to support IFX message emulation.	No change in RFP terms
401	105	6A.12	ATM Application Related	Software to support IFX message emulation	Request the Bank to provide more details. Currently this technology is not prevailing	clause stands dropped
402	105	6A.13	ATM Application Related	The bidder/Supplier should support the Endpoint protection Solution available with Bank else bidder/supplier should provide Virus protection, detection and maintenance of virus definitions for the native application	Bank to clearly specify which security solution they are referring to. Bank to provide details of the same. Also if OEM needs to provide security solutions, Bank to specify what solutions are required.	Anti virus software
403	105	6A.13	ATM Application Related	The bidder/Supplier should support the Endpoint protection Solution available with Bank else bidder/supplier should provide Virus protection, detection and maintenance of virus definitions for the native application	In ATM/CD a WLS is installed and FHE, so no anti-virus can be installed under this environment, please clarify if the bank is asking to install anti-virus in ATM or only in Data Center?	Anti virus software in ATM
404	105	6A.3	ATM Application Related	Should have EJ archival and retrieval facility	Kindly Elaborate.	ej viewer to view atm log files
405	105	6A.4	ATM Application Related	Should be capable of interface through multi-vendor ATM software Agent machine with Bank's Switch Multi-Vendor ATM Central Server.	Part 6 - A -4	clause stands dropped
406	105	6A.4	ATM Application Related	Should be capable of interface through multi-vendor ATM software Agent machine with Bank's Switch Multi-Vendor ATM Central Server.	MVS clause dropped	clause stands dropped
407	105	6A.7	ATM Application Related	Remote diagnostic agent to diagnose problems with the machine including but not limited to predicting part failures. This service including proactive rectification of problems reported by remote diagnostic agent will have to be provided by the bidder /OEM mandatorily at no extra cost to the Bank. The bidder also agrees to install any software selected by the Bank at no cost to the Bank.	Any integration that may be required post the deployment needs to be thoroughly tested. In such cases charges for build creation & roll out will applicable. Bank to consider the same.	No change in RFP terms
408	105	6A.8	ATM Application Related	Response to the terminal from central solution should not be more than 500 Mili 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.	Part 6 - A -8	No change in RFP terms
409	105	6A.8	ATM Application Related	Response to the terminal from central solution should not be more than 500 Mili 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.	In this RFP, this clause and many other places refers to MV Software and its ability. However it is not clear whether Bank is going to use MVS or OEM notice s/w. Many of these spec's are not achievable through native s/w. Request Bank to clarify the amend them as MVS s/w or native s/w	No change in RFP terms
410	106	6A.14	ATM Application Related	Software to support ISO20022(XML) message emulation.	Need more clarification	clause stands dropped
411	106	6A.19	ATM Application Related	Support Biometric Based Authentication API v 2.0 specifications (as Stated by UIDAI). Additional changes required to support later revisions to be provided at no cost to the bank	OEM / Bidder cannot envisage the cost of future changes. Hence request bank to remove / amend this clause accordingly.	No change in RFP terms
412	106	6A.20	ATM Application Related	Support/Display of graphics/animation/ scrolling/ date & time	Need more clarification. Is bank is looking for HTML solution.	No change in RFP terms
413	106	6A.21 - 39	ATM Application Related		Bank to confirm if the points are switch based function,if any application based control is needed details on interface to be shared.	No change in RFP terms
414	106	6A.29	ATM Application Related	Support Cash increase/decrease/short/ excess Admin Transactions using admin card	support the listed functionalities	admin functionality
415	106	6A.31	ATM Application Related	Support Failure Alert	Part 6 - A- 31	Bidders to provide suitable alternative
416	106	6A.35	ATM Application Related	Supports Virtual keyboard at ATM Screens for inserting alphanumeric text/numbers.	Need more clarification. Kindly confirm the purpose to use virtual keyboard.	virtual keyboard to avoid key logger attacks
417	107	6A.40	ATM Application Related	Support for AKDS	to be discussed	No change in RFP terms
418	107	6A.42 -52	ATM Application Related		Bank to confirm if the points are switch based function,if any application based control is needed details on interface to be shared.	No change in RFP terms
419	107	6A.44	ATM Application Related	Support 2 digit Screen for checking Keypad is working	customer will be asked to randomly enter two numbers. This will be visible to the customer. This is to ensure that that key pad is working properly and the number which is punched by the customer is correctly displayed.	customer will be asked to randomly enter two numbers. This will be visible to the customer. This is to ensure that that key pad is working properly and the number which is punched by the customer is correctly displayed.
420	107	6A.47	ATM Application Related	Support 2048-bit or higher encryption standards	to be discussed	No change in RFP terms
421	107	6A.49	ATM Application Related	Support for AES	to be discussed	No change in RFP terms
422	107	6A.50	ATM Application Related	Support for TLS1.2 or higher	Part 6 -A - 50	No change in RFP terms

423	107	6A.53	ATM Application Related	Supports Windows 10 or the latest available Windows Operating system (up gradation to the latest version at no extra cost to the bank)	Requesting the bank to modify the clause as: Supports Windows 10 or the latest available Windows Operating system or Linux (up gradation to the latest version at no extra cost to the bank)	Supports Windows 10 or the latest available Windows Operating system or Linux (up gradation to the latest version at no extra cost to the bank)
424	107	6A.54	ATM Application Related	Application interface facilitating all Admin, Reconciliation and MIS functions	Kindly Elaborate. Need more details.	No change in RFP terms
425	108	6A.59	ATM Application Related	Customization if any with the OEM proprietary solution will be the sole responsibility of the Solution provider)	Kindly Elaborate. Need more details.	No change in RFP terms
426	108	6A.60	ATM Application Related	EJ format should be parameterised and on the standard format irrespective of make and model of the terminal, as per the requirement of the Bank.	Kindly explain parameterised format. Our EJ is standard EJ format which is per NPCI.	as per NPCI format
427	108	6A.61	ATM Application Related	Multilingual support for all Official languages as declared by the Indian Constitution or by respective states in India as well as major foreign languages	Need more clarification. Is bank is looking for receipt printing solution or any other functionality	atm screen support
428	108	6A.63	ATM Application Related	Campaigns	Need more clarification	any digital campaigns of the bank
429	108	6A.65	ATM Application Related	Text Messages on Screens	Is bank is looking for Multilingual screens to display.	yes
430	108	6A.67	ATM Application Related	Disability compliance (Text to speech, longer timeouts, handset detection, FDK to numeric key detection.	Kindly Elaborate.	No change in RFP terms
431	108	6A.68	ATM Application Related	CD Should be capable of integrating with any Endpoint Protection Solution, if any, available with the bank from time to time without any cost to bank.	Integration with any End Point Protection solution is responsibility of Bank, if any, available with Bank from time to time.	No change in RFP terms
432	108	6A.69	ATM Application Related	OEM's native ATM Application should be able to block USB ports on the ATM.	USB blocking is a separate solution not part of OEM's native ATM application.	No change in RFP terms
433	108	6A.69	ATM Application Related	69	OEM's native ATM Application should be able to block USB ports on the ATM.	blocking of USB ports on the atm for unauthorised access.
434	108	6A.70	ATM Application Related	OEM's native ATM Application should have firewall functionality.	Application with Firewall functionality is a separate solution not part of OEM's native ATM application.	No change in RFP terms
435	108	6A.70		OEM's native ATM Application should have firewall functionality.	Request the Bank to provide more details for the same.	will be shared with the successful bidder
436	108	6A.71	ATM Application Related	OEM's native ATM Application should issue alert/ warning once a threat has been identified.	Native application is not a Whitelisting solution. Kindly modify clause to have Whitelisting listing solution with issue alert/warning once non-whitelisted process executes.	OEM's native ATM Application should have whitelisting listing solution to issue alert/ warning once a threat/non whitelisted process has been identified. The application should monitor during the execution of the application that only whitelisted resources are accessed and log all events at the ATM Terminal.
437	108	6A.71	ATM Application Related	OEM's native ATM Application should issue alert/ warning once a threat has been identified.	Part 6 - A - 71	No change in RFP terms
438	108	6A.71	ATM Application Related	OEM's native ATM Application should issue alert/ warning once a threat has been identified.	Request the Bank to provide more details for the same.	will be shared with the successful bidder
439	108	6A.72	ATM Application Related	OEM's native ATM Application should block unauthorized installed software.	Native application is not a Whitelisting solution. Kindly modify clause to have Whitelisting listing solution with capability to block unauthorized software installation.	No change in RFP terms
440	108	6A.73	saent be discussights	OEM's native ATM Application should have capability to allocate only required ATM resources to the whitelisted application. The application should monitor during the execution of the application that only whitelisted resources are accessed and log all events at the ATM Terminal.	It is part of Whitelisting solution not ATM native application. Kindly modify clause to have Whitelisting solution with capability to allocate only required ATM resources to the whitelisted application. The application should monitor during the execution of the application that only whitelisted resources are accessed and log all events at the ATM Terminal.	No change in RFP terms
441	108	6A.74	ATM Application Related	OEM's native ATM Application should be capable of integrating with Bank's provided single centralised management console for managing, administering and pushing the hardening policies	OEM's native ATM application will only be interacting with Switch to perform ATM related transactions. Kindly confirm, what is Bank's single centralised management console is ? Is it any Whitelisting solution ? What is the hardening policies related to, is OS or Processes ? Who will create, manage and maintain the hardening policies and Central console ?	No change in RFP terms
442	108	6A.74	ATM Application Related	OEM's native ATM Application should be capable of integrating with Bank's Provided single centralised management console for managing, administering and pushing the hardening policies	Part 6 A - 74	will be shared with the successful bidder
443	108	6A.74	ATM Application Related	OEM's native ATM Application should be capable of integrating with Bank's Provided single centralised management console for managing, administering and pushing the hardening policies	Bank should specify the details of hardening policies	will be shared with the successful bidder
444	108	6A.74	ATM Application Related	OEM's native ATM Application should be capable of integrating with Bank's Provided single centralised management console for managing, administering and pushing the hardening policies	Request the Bank to specify the details of hardening policies	will be shared with the successful bidder
445	110	6B	E-Surveillance system	Multiple person/queueing at the ATM at same time.	detection of Multiple person/queueing is not feasible	No change in RFP terms
446	110	6B	E-Surveillance system	Person sitting / sleeping inside the ATM for longer duration.	detection of this event is not feasible in day time d	No change in RFP terms
447	110	6B	E-Surveillance system	CCTV camera in ATM lobby/Hidden pin hole camera (One or two cameras depending upon Bank's requirement), outside the ATM room (In case of cities like Bangalore), in the ATM backroom. (Camera should be IP/Analogue Cameras, Pls Specify)	Does "outside the ATM room" means Outdoor Bullet camera or Indoor Dome Camera?	Indoor Dome Camera
448	110	6B	E-Surveillance system	Physical visit of site for footage retrieval in case duration is more than 1 hour.	Will be there Visit charges for Footage Retrieval? TAT ?	no
449	110	6B	E-Surveillance system	Installation of fire & smoke detector in ATM lobby & ATM backroom. In case of Backroom is not available, both the Fire and smoke detectors to be installed in the lobby at appropriate places.	In This case where backroom not available, please guide us for location of panels as this will make system visible in ATM lobby during theft for tampering	will be guided by the local zonal offices of the bank

450	110	6B	E-Surveillance system	Vibration Sensors to monitor Activities inside the ATM Premises.	Statement is quite open ended...Vibration sensor so called Multifunction Detector(MFD) used to be installed only as ATM Machine Vibration/Glass Break Sensor. Please let us know, if anything else also need to be covered to avoid any gap?	it includes atm machine vibration/glass break sensor
451	110	6B	E-Surveillance system	E-Surveillance system	It is assumed that MSP will use sperate network for E-surveillance and it will not run on VSAT. Please confirm	yes
452	110	6B	E-Surveillance system	General Query backhaul connectivity between Nelco HUB to Bank DC and DR	Nelco has an existing backhaul infra with bank (MOF Infra). Please confirm will it be allowed to use existing backhaul infra ? Please note, in case the backhaul link utilization goes to 70%.Nelco will upgrade the BW.	mmps to decide
453	110	6B	E-Surveillance system	General Query	Please share the BW requirement per ATM specifying upload BW and Download BW	No change in RFP terms
454	110	6B	E-Surveillance system	General Query	Please share the details of application run on ATM apart from financial transaction, Query transaction and E.J	as decided by the bank from time to time.
455	110	6B	E-Surveillance system	Storing of video images for 90 days in DVR, for any incidents image would be automatically updated to the Central Server and would be available for 1 year.	Storing footages on a cloud would be better so as to ensure minimum or no data loss. Local storage of footage are prone to data loss or thievery. The servers shall host and store within India.	No change in RFP terms
456	111	6B	E-Surveillance system	Vibration Sensor for Glass door	Like mentioned above, sensor used to install on ATM Glass but not on Door as Door is moving & wire can't be kept lose for same due to asthetic reasons..Please let us know, if specifically ATM Glass Door need to be covered as this will required wireless sensor and panel which changes cost calculation	yes atm glass door is to be covered by wired/wireless sensor
457	111	6B	E-Surveillance system		Need clarification whether the service is required for onsite	yes
458	112	6B	E-Surveillance system	Command centre to do due diligence and inform Fire Station, QRT team for physical visit to the site as per agreed TAT of 30 Minutes.	TAT may vary from site to site basis the type of locations. Remote rural locations shall provide alert to the nearest police station.	No change in RFP terms
459	113	6B	E-Surveillance system	Remote assistance (RA)/Beat Marshall/Patrolling services to be made available on request. This service includes site visit and audit of assets by a remote attendant for a specific duration.	Please clarify the number of visits for Remote assistance (RA)/Beat Marshall/Patrolling services. This would be needed to arrive at commercials.	Once in 3 days
460	113	6B	E-Surveillance system	Flood/Natural Calamities/Band/Protest/Local disturbance Etc.	For Flood Detection, we need to add Water Detector which is not present in Scope. Otherwise,it will be too late for taking preventive action	water detection required
461	113	6B	E-Surveillance system	To visit and clean the ATMs site, its front entrance area and general surrounding for ascertaining the cleanliness of the site as per agreed timings	Please guide, How many times visit needed as this will impact cost? Otherhand, we will be assuming on demand(basis Clean-Not Clean Report) as we have found after excalation below line of action "Re-Check the un-clean sites after 1 hour to ascertain cleanliness"	Bidder needs to decide the number of times to ensure that the premises and surroundings are always clean and presentable.
462	113	6B	E-Surveillance system	To attend the site within reasonable time (generally within 15 to 20 minutes in Metro & Urban area, 30 minutes to 40 minutes in Semi Urban & Rural area).	The TAT seems to be too less to make any person available at a site.	To attend the site within reasonable time (generally within 45 minutes in Metro & Urban area, 60 minutes in Semi Urban & Rural area).
463	114	6B	E-Surveillance system	Storing of Images and Video for any Verification (90 days minimum) (Expandable to meet higher period for storing in case of any future administrative / regulatory requirements)	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory changes and future changes from Card Network, NPCI rules/requirement changes and corresponding impact/changes to be done to the services thus Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations and Card Network/NPCI rules/requirements shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	No change in RFP terms
464	114	6B	E-Surveillance system	Event Based detection of loitering or unauthorized activity, using motion detectors through PIR (Passive Infrared) sensor/ IP Camera on a round the clock basis / or on a shift basis, wherever the ATMs functioning is on a shift basis. In other words, the Trigger action in all the ATMs including the Night closer ATMs would be on event based basis however, all the ATMs would remain under Surveillance for the 24 hrs basis	Should we consider, Bank need IP Camera basis statement?	yes
465	115	6B	E-Surveillance system	The e-Surveillance vendor will be solely responsible to provide such information or video footage or image or reports to the police or other regulatory authorities on demand and under the permission of Bank's authorities. Suitable penalty will be applicable in case of failure to provide requisite footages	Suggested Changes - No penalty will be levied before mutual discussion and consent of the Bidder. CCTV footage will be retained for a period of 90 days from the date of such captured video and can be provided to the bank on such request and not thereafter.	No change in RFP terms

466	115	6B	E-Surveillance system	During the currency of the contract, the vendor should upgrade the system at no additional cost, particularly with reference to upgradation in technology related to CCTV camera (resolution) Sensors or due to compliance of any Regulatory guidelines/requirements etc	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory changes and future changes from Card Network, NPCI rules/requirement changes and corresponding impact/changes to be done to the services thus Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations and Card Network/NPCI rules/requirements shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	No change in RFP terms
467	115	6B	E-Surveillance system	The Bank may shift its ATMs during the contract period. In these cases, the bidder has to shift the same equipment to the new location.	Please guide us on Site Shifting/Closure Commercials	actual charges will be borne by the bank, if shifting done at the request of the bank
468	117	6B	E-Surveillance system	Bidder should comply with all the guidelines issued by RBI/IBA/Govt of India and any other regulatory authority issued from time to time	While Bidder agrees to comply with all applicable laws, regulations, statutory requirements, applicable rules and requirements, notifications, circulars, directives from Government of India (GoI), State Government, existing as on date of submission of bid, it is not possible for the bidder to foresee future regulatory changes and future changes from Card Network, NPCI rules/requirement changes and corresponding impact/changes to be done to the services thus Bidder requests that compliance to any future change in laws/regulations or enactment of new laws/regulations and Card Network/NPCI rules/requirements shall be done at extra cost, if having a direct or indirect cost implication, mutually agreed between the parties and treated as Change Request and this clause should be amended accordingly.	No change in RFP terms
469	117	6B	E-Surveillance system	Bidder should comply with all the guidelines issued by RBI/IBA/Govt of India and any other regulatory authority issued from time to time	While we agree to comply with all guidelines issued by Government/RBI/MHA guidelines existing as on date of submission of bid, it is not possible for the bidder to envisage guidelines to be issued by Government/RBI/MHA guidelines in future and corresponding changes to be done to the Services, thus we request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No change in RFP terms
470	118	6C	Project Plan, Delivery and Schedule: The Date of Letter of Intent (LOI)	Project Plan, Delivery and Schedule: The Date of Letter of Intent (LOI) The date of delivery of the endpoint at the identified locations shall not be later than 30 days from the date of purchase order issued by the Bank/respective zone/s	Normal lead time for delivery is 30 days from the date of Delivery Order for all states except North East and for North East is 45 days. Due to the current Covid-19 pandemic situation, the individual state government / local authorities are enforcing the section 144 and lockdown depending upon the situation in their State / City. As on date we dont know what will be situation in coming days. Considering the above fact, we request to modify the clause as : The date of delivery of the endpoint at the identified locations shall not be later than 90 days from the date of purchase order issued by the Bank / respective zone/s	No change in RFP terms
471	119	7	Price Bid Format	Part7	Price Bid Format	No change in RFP terms
472	119	7	Price Bid Format			No change in RFP terms
473	119	7	Price Bid Format	7.1 Price Quoted as daily charges per Off-site CD/ATM	Bidder requests bank to consider the price on per month basis for calculation of TCO as per industry norms	No change in RFP terms
474	120	7.1.11	Price Bid Format	Mobile ATM (inclusive of Driver and Security guard/s cost) (this will not be reckoned for deciding L1 rates) The selected vendor must supply Mobile ATM at L1 Rates arrived for Mobile ATM	We request the bank to provide the specifications of the mobile ATM van.	Alrea
475	121	7.1	Price Bid Format	Average Offsite Rent is expected to be Rs. 25,000 per month based on location requirements. In case of an Off-site CD when the Bank desires / insists on any specific site and the rent of that particular site is higher than Rs. 25,000 per month, the Bank will bear the additional amount of rent (i.e. monthly amount more than Rs 25,000) and reimburse the same to the Vendor.	Request Bank to review this clause and help in reducing the rental band to 20000.	No change in RFP terms
476	121	7.5	Price Bid Format	7.5 The daily charges per CD per day quoted for Off-site CD and derived charges at 75% of the Off-site charges applicable to On-site CDs will not change (remain fixed) till December, 2027.	We request the bank to give a 5% increase year on year on the daily charges to take care of increase in cost and inflation. We request the bank to also clarify if we only need to quote for offsite location charges and all other charges will be derived for other line items	No change in RFP terms
477	121	7.6		It is the sole responsibility of the Vendor to factor all costs and consider all eventualities of reduction / escalation associated with the cost of deliverables and services scoped under the RFP for the contract period ending on December 2027 while submitting the Bid.	Bidder / OEM cannot envisage future developments. Hence costing for the same cannot be factored in. Request bank to ammend this clause accordingly.	No change in RFP terms

478	124	8.1	Offer Letter	Offer Letter We agree that the price quoted by us will not change during the contract period. We agree that the rates will remain valid for the period of the contract for the CDs for which the Bank may issue additional order for 10 % of CDs.	Suggest we should not agree to this. In case of specific directions provided by a regulator or a government authority or on account of applicable law should compliance of the same lead to any changes required to be done in the manner in which the Services are performed and the same results in an additional cost for the bidder, the bidder will perform the services as per the requirements stated in the Agreement. Any cost of additional effort or work due to changes in applicable government laws and regulations would have to be borne by the Bank and the bidder shall have the right to demand the same from the Bank and accordingly will mutually decide on the revised fees prior to continuation of such Services by the bidder.	No change in RFP terms
479	125	8.2	Conformity To Eligibility Criteria (Part – 3)	The Bidder must have an average Turnover of minimum Rs.100 crore during last 04 (four) financial year(s) i.e. FY16-17, FY 17-18 and FY 18-19 and FY 2019-20 .	We request the Bank to modify this clause as below: <i>'The Bidder must have an average Turnover of minimum Rs. 100 crore during last 04 (four) financial year(s) i.e. FY 15-16, -FY16-17, FY 17-18 and FY 18-19 and FY 2019-20.'</i> as the bidder's financials for FY 2019-20 are still not audited.	No change in RFP terms
480	125	8.2	Conformity To Eligibility Criteria (Part – 3)	The Bidder should be profitable organization (on the basis of profit before tax) during at least three of the last five financial years.i.e.2015-16, 2016-17, 2017-18 and 2018-19, 2019-20 Out of which, bidder must be profitable organization (on the basis Profit before tax) during any of the last two years 2018-19 or 2019-20. If the company is in existence for less than 5 years it should be in profit for last 2 years	Bidder is profitable for financial years i.e.2015-16, 2016-17, 2017-18 and 2018-19. However the bidder's financials for FY 2019-20 are still not audited and cannot be submitted. The bidder satisfies this eligibility clause on Financial Statements of previous years. Please confirm if this is fine.	No change in RFP terms
481	125	8.2	Conformity To Eligibility Criteria (Part – 3)	Minimum Net worth of the Bidder in India should be more than ₹ 100 crores as on 31st March 2020.	We request the Bank to modify this clause as below: <i>'Minimum Net worth of the Bidder in India should be more than ₹ 100 crores as on 31st March 2019 2629.'</i> as the bidder's financials for FY 2019-20 are still not audited.	No change in RFP terms
482	127	8.2	Conformity To Eligibility Criteria (Part – 3)	Conformity To Eligibility Criteria (Part – 3) Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank. Clarification: Past service provider of bank no longer providing ATM services, has to submit No dues certificate from Bank	Would suggest to add the word" material" that we do not have any material litigation past /present that would affect getting into this Agreement	No change in RFP terms
483	135	8.7.6	Undertaking for Scope of Work	R. Cassette swap, E-surveillance, biometric , future up gradations as per Government/RBI/MHA guidelines to be complied during the entire period of contract.	While we agree to comply with all guidelines issued by Government/RBI/MHA guidelines existing as on date of submission of bid, it is not possible for the bidder to envisage guidelines to be issued by Government/RBI/MHA guidelines in future and corresponding changes to be done to the Services, thus we request that bidder should be liable for compliance of all laws applicable as on date of submission of bid and compliance to any change in law of enactment of new law shall be done at cost mutually agreed between the parties and this clause should be amended accordingly.	No change in RFP terms
484	136	8.8	MANUFACTURERS' AUTHORIZATION FORM	OEM cannot authorise MSP / bidder to do the installations / technical support. Request Bank to amend the clause accordingly. Amendment can be as below We hereby agree to extend our guarantee and warranty for the Solution, offered by the Supplier as per the terms and conditions of the Contract for the _____ to be executed between us and the Supplier. If during the term of the Contract with you, the Supplier is not able to perform its obligations as per the terms of contract executed between yourselves, then as Original Equipment Manufacturer, we undertake to supply _____ as may have been contracted between the Supplier and NCR as per the terms of our Contract.	Part 8.8	No change in RFP terms
485	136	8.8	MANUFACTURERS' AUTHORIZATION FORM	FORMAT 8.8 : MANUFACTURERS' AUTHORIZATION FORM	We request the bank to allow atleast two MAFs so that the rollout can happen much faster by the successful bidder as there is parallel production capacity. If the bidder has multiple vendors option it will help us to have back-up in case of any one failed to meet the commitment. Bidder may have some price advantage if there is more than one vendor. Therefore, please amend this clause suitably to permit more than one OEM	No change in RFP terms
486	137	8.9	Contract Form	Contract Form	Suggested Changes - Format of Contract Form shall not be as per the formats to be provided by the Bank , however the same shall be discussed, negotiated and agreed between the Parties	No change in RFP terms
487	137	8.9	Insurance	FORMAT 8.9 : CONTRACT FORM	We understand that this form is required to be submitted only by the successful bidder during contracting stage after the RFP process. Please confirm.	No change in RFP terms

488	137	8.9	Contract Form	Contract Form	Further, would suggest to consider the below: Bank shall always be prompt in payment and in case of delay Vendor should be entitled to charge interest @ 18% p.a from the date of outstanding till the amount actually released by the Bank. Further, Vendor should also be entitled to suspend the services in case the Bank fails to make payment on time and the Bank agrees that such suspension shall not be termed as breach of the Agreement. Further, the Bank should not be allowed to deduct applicable penalty from the payments to be made to the Vendor.	No change in RFP terms
489	138	8.9.2	Contract Form	E-surveillance cost per ATM/CD	Please clarify whether Bank wants to have E-surveillance commercials Monthly per Unit or One time per unit. Kindly revise it as per ATM per Month commercials as per industry standards.	No change in RFP terms
490	138	8.9.3	Contract Form	Cassette Swap charges per ATM/CD	Does this includes only CRA charges for Cassette Swap replenishment or it includes CRA Charges along with cost of additional cassettes for Cassette Swap? Please clarify whether Bank wants to have commercials for Cassette Swap Monthly per Unit or total cost for 7 years per unit. Kindly revise it as per ATM per Month commercials as per industry standards. However Bank can pay upfront for the additional Cassettes required for Cassette Swap.	No change in RFP terms
491	138	8.9.4	Contract Form	Cash management services as Per new MHA guidelines Per ATM/CD	Kindly confirm if Bank wants to have commercials as per ATM per day for MHA Also confirm whether this will have Cash Component charges	yes
492	138	8.9.8	Contract Form	Rate Per Day Per ON Site CD For Second, Third and 4th CD	Also specify the scope under this.	No change in RFP terms
493	139	8.9.11	Contract Form	Mobile ATM (inclusive of Driver and Security guard/s cost) (this will not be reckoned for deciding L1 rates) The selected vendor must supply Mobile ATM at L1 Rates arrived for Mobile ATM	Request the Bank to provide detailed scope for Mobile ATMs and number Mobile ATMs in the scope.	will be shared
494	139	8.9.11	Contract Form	Mobile ATM (inclusive of Driver and Security guard/s cost) (this will not be reckoned for deciding L1 rates) The selected vendor must supply Mobile ATM at L1 Rates arrived for Mobile ATM	Bidder requests bank to provide more details on the requirement of mobile ATMs ? No of ATMs ? Facilities to be included , specifications ? Type of vehicle etc.	maximum of 50. guard and driver and vehicle to meet all security standards as set by MHA
495	140	8.10	Bank Guarantee	Bank Guarantee	Suggested Changes - Cannot agree to 1 (a) 2 (m) of Bank Guarantee. Also, Format of Bank Guarantee shall not be as per the formats to be provided by the Bank , however the same shall be discussed, negotiated and agreed between the Parties	No change in RFP terms
496	146	8.14	PRE-CONTRACT INTEGRITY PACT	PRE-CONTRACT INTEGRITY PACT	Suggested Changes: Cannot agree for fail clause and also the format of Integrity Pact shall not be as per the formats to be provided by the Bank , however the same shall be discussed, negotiated and agreed between the Parties	No change in RFP terms
497	150	8.14	PRE-CONTRACT INTEGRITY PACT	5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.		No change in RFP terms
498	151	8.14	PRE-CONTRACT INTEGRITY PACT	7.1 The BIDDER undertakes that it has not supplied / is not supplying similar product /systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	Service fee is based on multiple factors like taxes, compliance of regulations proposed by statutory, regulatory authorities, volume of services, components of services, AMC, penalty, LD, FOREX etc. and unless all these factors are considered, Bidder will not be able to offer the service fee, it is offering or has offered to any other bank.	No change in RFP terms
499	151	8.14	PRE-CONTRACT INTEGRITY PACT	Pre-Contract Integrity Pact 7. Fail Clause 7.1 The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	Request Bank to delete this clause as it is not acceptable to the Bidder. As it is a commercial arrangement, costs will be arrived at by the Bidder in considerate with various other factors.	No change in RFP terms
500	95	6.2.4	TECHNICAL & FUNCTIONAL SPECIFICATIONS (TFS)	OEM/Service provider is required to provide latest OS and Cen XFS application version to support Regulatory requirement or Bank's need to support applications during the contract period.	Bidder / OEM will be able to provide latest relevant patch while creating the build. Post that if any hardware or software needs to be upgraded or replaced applicable charges will be discussed with the bank.	No change in RFP terms
501	151			General	Kindly provide the onsite/offsite Breakup for 4000 sites.	already provided
502	151			General Query	Bank is looking for higher uptimes at each site. Should Bidder to provide primary and Back up connectivity at each site?	bidder to decide
503	151			General Query	Typically Single SIM can provide uptime of 95%. Shall Bidder provide Dual SIM connectivity from alternate telco at each site to meet the required site uptime in case Bidder is offering 3G/4G connectivity at site	No change in RFP terms

504	151			General Query	We recommend Bank that 25% of the sites on VSAT should be on Ex-C band VSAT to cater to the rain prone/hilly zone areas. Please confirm	bidder to decide
505	151			General Query	Please share the BW requirement per ATM specifying upload BW and Download BW	bidder to decide
506	151			General Query	Please share the details of application run on ATM apart from financial transaction, Query transaction and EJ	will be shared with the successful bidder
507	166	8.16	CERTIFICATION FOR LOCAL CONTENT	FORMAT 8.16 : CERTIFICATION FOR LOCAL CONTENT This is to certify that proposed <services as per scope of work> is having the local content of % as defined in the above mentioned RFP and amendment thereto.	We request the bank to change this to: This is to certify that proposed <services as per scope of work> under indicative commercial bid is having the local content of % as defined in the above mentioned RFP and amendment thereto.	No change in RFP terms
508	166	8.16	CERTIFICATION FOR LOCAL CONTENT	FORMAT 8.16 : CERTIFICATION FOR LOCAL CONTENT This is to certify that proposed <services as per scope of work> is having the local content of % as defined in the above mentioned RFP and amendment thereto.	The statutory auditor can give the letter with "more than 50%" and may not define the exact percentage. This is in line with the DIPP notification. Please clarify if this is ok with the bank?	as per DIPP notification
509	169	8.18	NON-DISCLOSURE AGREEMENT	NDA	Suggested Changes:Format of Non-Disclosure Agreements shall not be as per the formats to be provided by the Bank , however the same shall be discussed, negotiated and agreed between the Parties	No change in RFP terms
510	169	8.18	NON-DISCLOSURE AGREEMENT	Non-Disclosure Agreement	RFP is a public document and available in public domain. Request Bank to pls clarify, the information shared by Bank in this RFP is also termed to be confidential and requesting NDA from Bidder.	No change in RFP terms
511	169	8.18	NON-DISCLOSURE AGREEMENT	Non-Disclosure Agreement	Would suggest that the obligation of the party with respect to maintainability of the Confidential Information should be till termination and/or expiration of the Agreement.	No change in RFP terms
512	11 74	2.2 5.10.11	DISCLAIMER Other Terms & Conditions	2.2 This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. 2.3 No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the vendor. No Legal Relationship No binding legal relationship will exist between any of the Recipients / Respondents and Bank of India until execution of a contractual agreement.	BIDDER requests that the proposal as submitted by BIDDER be treated as confidential due to the same being proprietary to BIDDER.	No change in RFP terms
513	123 134 137	8.1 8.7 8.9	Offer Letter Undertaking for Scope of Work Contract Form	Offer Letter Undertaking for Scope of Work Contract Form	BIDDER would request that any binding terms and conditions, including the RFP and other terms and conditions of the Contract will be binding subject to the comments herein and upon mutually agreed terms.	No change in RFP terms
514	25, 143	4.11 8.11	Bid Security Bid Security Form	4.11 Bid Security Format 8.11 Bid Security Form We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed.....	Would suggest that Bank should serve the Vendor with a notice to rectify the error/claims etc. if any within a prescribed time (30 days) before the Bank can at its own discretion demand the amount.	No change in RFP terms
515	33, 140	4.26 8.10	Security for performance Bank Guarantee	4.26 Security for performance Format 8.10 Bank Guarantee	Ideally, the Vendor should be provided with an invocation notice to rectify the error/breach etc. if any, within the time as mutually decided between the parties (suggest 30 days) before the bank can at its sole discretion decide to invoke the guarantee.	No change in RFP terms
516	34 72	4.30 5.10.11	Service Level Agreement Acceptance of Terms	Service Level Agreement Acceptance of Terms	BIDDER would request that any binding terms and conditions, including the RFP and other terms and conditions of the Contract will be binding subject to the comments herein and upon mutually agreed terms.	No change in RFP terms

517	43 / 67	4.46 5.10.11	Indemnity	Indemnity	Suggested Changes: Similarly Bank shall indemnify, protect and save the Bidder and hold the Bidder harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from i. breach of any of the terms of this RFP, ii. Infringement of any patent, trademarks, copyrights etc. of the Bidder iii. Bank shall indemnify the Bidder against any loss or damage to the Bidder's premises or property, loss of life, etc., due to the acts of the Bank's employees or representatives. The Bank shall further indemnify the Bidder against any loss or damage arising out of claims of infringement of third-party copyright, patents However, Bidder shall not be liable for any indirect, incidental, consequential or punitive damages or for any loss of data & loss of life under any circumstances whatsoever to the Bank.	No change in RFP terms
518	43 46 60 60 66 74 88 88 90	4.47 5.1 5.9.1 5.9.2 5.10.9 5.10.11 5.14 5.16 5.17 6B 6B	Compliance with Statutory & Regulatory provisions CD machines procurement, installation and maintenance Ongoing monitoring of critical services Ongoing monitoring of critical services Cash Management, replenishment and related services Changes required on ATM due to regulatory requirements	a) It shall be the sole responsibility of the Vendor to comply with all statutory and regulatory provisions while delivering / undertaking the services mentioned in this RFP without any additional cost to the Bank. The vendor must ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/ labour laws are complied with while providing the Managed Services scoped under the RFP. The Vendor may have to execute an indemnity bond in favour of the Bank in this regard. k. CDs deployed should comply with RBI, IBA, EMV, VISA, MASTER, NPCI guidelines. If any new guidelines are issued by these organisations, the bidder / vendor shall arrange for its compliance / up gradation and bear the cost for the same during the entire contract period. In case of noncompliance, if the bank incurs any liability/payment, the same shall be recovered from the vendor The vendor shall ensure that the ATM/CD functions on ongoing basis as per terms of the agreement which inter-alia includes security measures stipulated by RBI/Card operators/banks If the bank incurs additional liability due to noncompliance, the same shall be recovered from the vendor. Compliance of Statutory and other responsibility	Bidder shall, in its capacity as a service provider, comply with all existing regulatory/statutory guidelines/rules/laws as on date of submission of the bid, for delivery of services. Future/new regulatory or statutory guidelines shall be implemented by the bidder, upon payment of additional cost by the Bank. The bidder is not in a position to foresee the regulatory changes that may come in effect during the tenure of 7 years of contract and the cost cannot be factored at the bidding stage. Hence, the Bidder cannot be made liable for such future guidelines where there is a cost involvement. And the penalty by regulatory for such non-compliance cannot be pushed to Bidder. Hence, clarifies Bank that the comments placed herein shall be applicable to all and any clause in this context in this RFP and its annexures and requested to be modified accordingly.	No change in RFP terms
519	67 & 68 71	5.10.11	Other Terms & Conditions	b. Indemnity For breach of any obligation mentioned in this RFP, subject to obligations mentioned in clause of Indemnity, Limitation of Liability, Confidentiality in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project.	BIDDER request Bank that the indemnity requested under this RFP is too broad and onerous. All and any breach of contract terms under the Indemnity clause and the Indemnity obligation has been carved out of Limitation of Liability. If Bidder is a successful Bidder, then would like to negotiate with Bank the indemnification and its survival period on termination. BIDDER is willing to indemnify for any breach of any confidentiality, intellectual property, gross negligence and willful misconduct on the part of BIDDER in the provision of services under the agreement. The clause with respect to survival of indemnity after termination need to be considered for deletion	No change in RFP terms
520	68 74	5.10.11	Other Terms & Conditions	b. Vendor and its outsourced agents shall comply with all statutory and regulatory provisions, relevant laws framed by the Central Government, State Government and Local Bodies, regulations, guidelines, etc., like Shops & Establishment Act, Minimum Wages Act, Contract Labour, Tax laws, all laws pertaining to contract employees required for providing the Services including Caretaker Services etc. and undertakes to keep the Bank indemnified against any defaults of his obligations under the compliance of such laws. Compliance with Law	The Bidder requires the Bank to bear the cost of statutory compliance pertaining to Minimum Wages payable to 'watch and ward' category under the Central Government notified minimum wages from time to time. Further, the Bank should also bear the cost of compliance towards PF (Employer Contribution, ESI, PF administrative charges, Gratuity, Bonus, Leave, Reliever Charges, Overtime, HRA, etc.	No change in RFP terms
521	70 71	5.10.11	Other Terms & Conditions	d. Confidentiality: Non-Disclosure	BIDDER would requests the Bank that the use of documents, information and confidentiality obligations shall be mutual upon both the parties because the proposal, and other documents submitted during the period of contract by BIDDER are confidential as the same being proprietary to BIDDER. BIDDER requests the Bank that the survival obligations shall be for a fixed period of time (1 year) after expiration / termination of the agreement.	No change in RFP terms
522	70 71	General			Bidder requests bank to extend the time of submission of bid by 2 weeks due to covid 19 operational delays in estimating the right price and deliverables	already done

523	70 71	General		General Query backhaul connectivity between Nelco HUB to Bank DC and DR	Nelco has an existing backhaul infra with bank (MOF Infra). Please confirm will it be allowed to use existing backhaul infra ? Please note, in case the backhaul link utilization goes to 70%.Nelco will upgrade the BW.	we would like to have dedicated lines
524	70 71	General		General Query	Please share the BW requirement per ATM specifying upload BW and Download BW	bidder to decide
525	70 71	General		General Query	Please share the details of application run on ATM apart from financial transaction, Query transaction and EJ	will be shared with the successful bidder