



Addendum No.3 Dated: 06.05.2026

For

RFP through GeM for selection of vendor for ATM Managed Services for all ATMs (Onsite and Offsite) and Cash Replenishment Services for Offsite ATMs Only for Five (05) Years.

GeM BID No: GEM/2026/B/7354909 dated 17.03.2026

Issued By:

Punjab and Sind Bank
Head office ATM Cell,
2nd Floor, Institution Plot No. 151,
Sector 44, Gurugram -122003
e-mail: atmcell@psb.bank.in

This document is prepared by Punjab and Sind Bank for the “RFP through GeM for selection of vendor for ATM Managed Services for all ATMs (Onsite and Offsite) and Cash Replenishment Services for Offsite ATMs Only for Five (05) Years” The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend and reissue this RFP Document and all amendments will be integral part of the RFP. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost and / or compensation therefor.

Addendum - 3

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1. Introduction

The Bank has published the RFP No. GEM/2026/B/7354909 dated 17.03.2026 for Selection of vendor for ATM Managed Services for all ATMs (Onsite and Offsite) and Cash Replenishment Services for Offsite ATMs Only for Five (05) Years .

The following amendments are made to Key Information.

Key Information	Date as per RFP	Date as per addendum 1	Date as per addendum 2	Date as per addendum 3
Last date for Bid Submission	16/04/2026 till 3:00PM	04/05/2026 till 3:00PM	06/05/2026 till 3:00PM	13/05/2026 till 3:00PM
Date and Time for Opening Technical Bids	16/04/2026 till 3:00PM	04/05/2026 till 3:30PM	06/05/2026 till 3:30PM	13/05/2026 till 3:30PM

Amendments in RFP:

Clarification on Unit Price Entry for Total Cost of Ownership (TCO) calculation:

All prospective bidders are hereby directed to note the following clarification regarding the submission of financial bids on the portal:

1. Mandatory Instruction for Bidders:

To ensure the system reflects the correct **Final TCO** (Total Cost of Ownership), bidders must not enter their full TCO into the unit price field. Instead, bidders are advised to calculate the "Unit Price" to be entered as follows:

- **Value to be Entered = [Total 5-Year TCO] ÷ 90,000**
(Calculation: 1500 ATMs x 60 Months = 90,000 unit-months)



Addendum No.2 Dated: 29.04.2026

For

RFP through GeM for selection of vendor for ATM Managed Services for all ATMs (Onsite and Offsite) and Cash Replenishment Services for Offsite ATMs Only for Five (05) Years.

GeM BID No: GEM/2026/B/7354909 dated 17.03.2026

Issued By:

Punjab and Sind Bank
Head office ATM Cell,
2nd Floor, Institution Plot No. 151,
Sector 44, Gurugram -122003
e-mail: atmcell@psb.bank.in

This document is prepared by Punjab and Sind Bank for the “RFP through GeM for selection of vendor for ATM Managed Services for all ATMs (Onsite and Offsite) and Cash Replenishment Services for Offsite ATMs Only for Five (05) Years” The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend and reissue this RFP Document and all amendments will be integral part of the RFP. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost and / or compensation therefor.

Addendum - 2

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2. Introduction

The Bank has published the RFP No. GEM/2026/B/7354909 dated 17.03.2026 for Selection of vendor for ATM Managed Services for all ATMs (Onsite and Offsite) and Cash Replenishment Services for Offsite ATMs Only for Five (05) Years .

The following amendments are made to Key Information.

Key Information	Date as per RFP	Date as per addendum 1	Date as per addendum 2
Last date for Bid Submission	16/04/2026 till 3:00PM	04/05/2026 till 3:00PM	06/05/2026 till 3:00PM
Date and Time for Opening Technical Bids	16/04/2026 till 3:00PM	04/05/2026 till 3:30PM	06/05/2026 till 3:30PM

Amendments in RFP:

1. Revision to Annexure Q (Certificate of Local Content, Page no.130)

Please note the following amendment regarding the authentication of the Certificate of Local Content:

Existing Clause	Revised Clause
The local content certificate must be verified by the signature of a Statutory Auditor or Cost Auditor.	The local content certificate must be verified by Signature of Statutory Auditor / Cost Auditor/Chartered Accountant.



Addendum No. -1 Dated: 10.04.2026

For

RFP through GeM for selection of vendor for ATM Managed Services for all ATMs (Onsite and Offsite) and Cash Replenishment Services for Offsite ATMs Only for Five (05) Years.

GeM BID No: GEM/2026/B/7354909 dated 17.03.2026

Issued By:

Punjab and Sind Bank
Head office ATM Cell,
2nd Floor, Institution Plot No. 151,
Sector 44, Gurugram -122003
e-mail: atmcell@psb.bank.in

This document is prepared by Punjab and Sind Bank for the “RFP through GeM for selection of vendor for ATM Managed Services for all ATMs (Onsite and Offsite) and Cash Replenishment Services for Offsite ATMs Only for Five (05) Years” The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend and reissue this RFP Document and all amendments will be integral part of the RFP. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost and / or compensation therefor.

Addendum - 2

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3. Introduction

Bank has published the RFP No. GEM/2026/B/7354909 dated 17.03.2026 for Selection of vendor for ATM Managed Services for all ATMs (Onsite and Offsite) and Cash Replenishment Services for Offsite ATMs Only for Five (05) Years

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

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

The following amendments are made to Key Information.

Key Information	Date as per RFP	Date as per addendum
Last date for Bid Submission	16/04/2026 till 3:00PM	04/05/2026 till 3:00PM
Date and Time for Opening Technical Bids	16/04/2026 till 3:00PM	04/05/2026 till 3:30PM

4. Amendments in RFP:

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

Sr. no.	RFP Page no.	RFP Point /Section	RFP Clause	Addendum clause
1	6	Section I-:	<p>The bid documents and commercial bid shall be submitted online on GeM portal only as per this RFP document and as per the provisions and terms & conditions of GeM portal.</p> <p>Please make sure that all the documents are properly scanned and are legible to read.</p> <p>Bank Guarantee towards Earnest Money Deposit, integrity pact and all such Declarations/ Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted both Online (Scanned Copy) on GeM portal and Offline (Physical Copy) in the Tender Box by the Bidder before expiry of the last date and time of bid submission Physical Copy as mentioned above, to be submitted at the Bank's HO.</p>	<p>All bid documents, including the commercial bid, must be submitted online via the GeM portal in accordance with this RFP and GeM's terms and conditions. Bidders must ensure all scanned documents are clear and legible.</p> <p>In addition to the online submission, physical copies of all documents uploaded on the GeM portal—including the Bank Guarantee for Earnest Money Deposit, Integrity Pact, and all required declarations, forms, and stamped documents—must be submitted in the Tender Box at the Punjab & Sind Bank Head Office. These physical copies must be received before the expiry of the bid submission deadline.</p>
2	12	6.1 ATM Management System	Providing ATM Managed services and ensuring that the overall downtime of ATMs/CRMs does not go above the levels of 2 % for Metro and Urban ATMs and 3 % for Semi urban and rural ATMs.	Providing ATM managed services while ensuring that overall downtime for ATMs/CRMs/Mobile van does not exceed 2% for Metro and Urban areas, and 3% for Semi-urban and Rural areas. This excludes downtime caused by bank dependencies or issues beyond the MSP's control.
3	12	6.Broad Scope of Work:	The successful Bidders would be selected, prices would be finalized through this RFP process and an service level agreement would be entered into with the successful Bidder for ATM Managed Services (Onsite and Offsite Atms) and Cash Replenishment Services for Offsite ATMs only	Bank will share the details to succesfull bidder.
4	12	6.1 ATM Management System:	Cash replenishment services for off-site and Onsite ATMs/CRMs	Cash replenishment services for off-site ATMs/CRMs only.

5	12	6.1 ATM Management System:	ATM Management System: Bank will provide records related with ATM transactions to bidder for reconciliation.	Machine counters and switch reports must be updated daily as per the physical cash availability of machine . The C3R report will be submitted with the cash position to the bank and the reconciliation vendor on same day . Reconciliation will be done by our existing reconciliation vendor ,discrepancy report in reconciliation of ATM will be shared with MSP to rectify .The bidder will be responsible for physical cash discrepancy and submission of C3R report/updated cash balance report timely .
6	13	6.1.6	Cash replenishment services for about 35+ Off-site ATMs/CRMs including complete physical Cash reconciliation with Finacle Balance, ATM Switch and EJ/JP log.	The bank currently has approximately 35 offsite ATMs. All new ATM/CRM sites deployed during the contract period shall also be taken over, operated, and managed by the bidder at the agreed rates and commercial terms. The bidder shall provide a unit price for offsite ATMs in the TCO table, which will be used to determine future payments
7	13	6.1.6	The Service provider will have complete responsibility of Cash reconciliation with Physical Cash for these offsite ATM/CRM account with Bank Finacle balance and switches counters available in ATM/CRM	The bidder shall provide C3R reports for offsite ATMs only. If a balance check is required, the bank will assist or provide read-only access to Finnacle
8	14	6.1.16	Bank has been deploying offsite ATM at various locations including Malls, Airports, and Railways etc. Managed Services activities like housekeeping, cash replenishment, FLM & SLM should be carried out in consonance with guidelines/regulations issued by respective authorities from time to time to avoid any penalty/damages due to non- adherence.	The bidder shall comply with all future guidelines issued by the RBI,DFS, NPCI, and the Government of India. Any additional guidelines shall be subject to mutually agreed terms
9	14	6.1.12	The Service provider will have complete responsibility of Cash reconciliation with Physical Cash at offsite ATM/CRM account with Bank Finacle balance and switches counters available in ATM/CRM.	Machine counters and switch reports must be updated daily as per the physical cash availability of machine. The C3R report will be submitted with the cash position to the bank and the reconciliation vendor on same day . Reconciliation will be done by our existing reconciliation vendor ,discrepancy report in reconciliation of ATM will be shared with MSP to rectify .The bidder will be responsible for physical cash discrepancy and submission of C3R report/updated cash balance report timely .
10	14	6.1.13	Successful bidder shall provide ATM Supervisor at each Zonal Office within a month to coordinate with Branches, Zonal office Central team and other service providers for immediate resolution of ATM/CRM issues.	Successful bidder shall provide ATM Supervisor at each Zonal Office within 2 month to coordinate with Branches, Zonal office Central team and other service providers for immediate resolution of ATM/CRM/Mobile Van issues.

11	14	6.1.16	Bank has been deploying offsite ATM at various locations including Malls, Airports, and Railways etc. Managed Services activities like housekeeping, cash replenishment, FLM & SLM should be carried out in consonance with guidelines/regulations issued by respective authorities from time to time to avoid any penalty/damages due to non- adherence.	The Bank has been deploying off-site ATMs at various locations, including malls, airports, and railway stations. Managed Services such as housekeeping, cash replenishment, and FLM must be carried out in compliance with guidelines and regulations issued by the respective authorities to avoid penalties or damages due to non-adherence. For any OEM-related issues, the bidder is responsible for ensuring proper follow-up with all OEM vendors.
12	16	6.1.39	In case, there is new security guidelines from RBI/ IBA/CCA / Local Police or other government/statuary agency for cash replenishment services, service provider has to follow the guidelines at their own cost.	The bidder shall comply with all future guidelines issued by the RBI, NPCI,DFS, and the Government of India. Any additional guidelines shall be subject to mutually agreed terms
13	16	6.1.46	Maintaining maximum uptime but not less than 98%.	Providing ATM managed services while ensuring that overall downtime for ATMs/CRMs/Mobile Van does not exceed 2% for Metro and Urban areas, and 3% for Semi-urban and Rural areas. This excludes downtime caused by bank dependencies or issues beyond the MSP's control.
14	16	ATM Management System	The ATM uptime will be calculated on ATMs/CRMs availability to end user and payment will be linked with end user availability. ATMs/CRMs down due to Bank dependency reasons will not be calculated for the downtime penalties.	The ATM uptime will be calculated on ATMs/CRMs availability to end user and payment will be linked with end user availability. ATMs/CRMs/Mobile Van down due to Bank dependency and force majeure reasons will not be calculated for the downtime penalties.
15	18	6.2.24	In case of delay in resolving the incident the same shall be communicated to the Bank. Bidder shall provide software tool for automated call logging of down ATMs with detail of reason of going down of the ATM. The successful bidder should have and be able to provide to the Bank a Mobile App for the purpose of facilitating site survey and management through which reports/feedback on the survey and sites including status of UPS, ACs, etc. can be reported on mutually decided parameters and benchmarks; to enable various stakeholders to take corrective actions for any deficiency in ATM site.	The successful bidder must provide a communication interface or platform to facilitate site surveys and management. This interface should enable the reporting of feedback on survey sites—including the status of UPS, ACs, and other equipment—based on mutually agreed parameters. This will allow stakeholders to take corrective actions for any deficiencies at the ATM sites
16	18	6.3.7	To maintain database of the age and health profile (at least from the date of takeover) of the ATMs and the critical equipment's at the ATM site viz AC, UPS, Batteries. Monitoring and reporting of site condition of ATM and other equipment related problems (like: Electrical problem, environmental conditions) to the representative branches through software tool. Bank will provide earthing in case, bidder feels it is not proper, bidder can make their own arrangement for earthing at their cost.	To maintain database of the age and health profile (at least from the date of takeover) of the ATMs and the critical equipment's at the ATM site viz AC, UPS, Batteries. Monitoring and reporting of site condition of ATM and other equipment related problems (like: Electrical problem, environmental conditions) to the representative branches through software tool.
17	18	First Level Maintenance	Service to be available on 24 x 7 x 365 basis on all ATMs with Master keys or Unique keys.	Services shall be available on a 24x7x365 basis for all ATMs. Master keys or unique keys must be managed in accordance with MHA guidelines

18	18	First Level Maintenance	To maintain database of the age and health profile (at least from the date of takeover) of the ATMs and the critical equipment's at the ATM site viz AC, UPS, Batteries. Monitoring and reporting of site condition of ATM and other equipment related problems (like: Electrical problem, environmental conditions) to the representative branches through software tool. Bank will provide earthing in case, bidder feels it is not proper, bidder can make their own arrangement for earthing at their cost.	To maintain database of the age and health profile (at least from the date of takeover) of the ATMs and the critical equipment's at the ATM site viz AC, UPS, Batteries. Monitoring and reporting of site condition of ATM and other equipment related problems (like: Electrical problem, environmental conditions) to the representative branches through software tool.
19	18	6.3.1	Service to be available on 24 x 7 x 365 basis on all ATMs with Master keys or Unique keys.	Services shall be available on a 24x7x365 basis for all ATMs. Master keys or unique keys must be managed in accordance with MHA guidelines
20	19	6.4.6	Providing new stationary in case of requirement within one months in case Bank changes design of the customer receipts. Such changes will accrue maximum once in a calendar year, or as and when the Bank desires.	Providing new stationary in case of requirement within three months in case Bank changes design of the customer receipts. Such changes will accrue maximum once in a calendar year, or as and when the Bank desires.that info will be share three month ago .
21	19	Consumables Replenishment & Management	The Bidder must provide consumables on a timely basis. In the event of a delay in delivery of consumables to the branches, a penalty of INR 500 per day shall be charged until the delivery is completed	The Bidder must provide consumables on a timely basis and maintain an extra stock of 20% of the required rolls at every site to ensure continuous availability. In the event of a delay in delivery to the branches, or if an ATM/CRM becomes non-operational due to the unavailability of rolls, a penalty of INR 200 per day shall be levied until the delivery is completed or the machine is restored to service
22	19	Consumables Replenishment & Management	Providing new stationary in case of requirement within one months in case Bank changes design of the customer receipts. Such changes will accrue maximum once in a calendar year, or as and when the Bank desires.	Providing new stationary in case of requirement within three months in case Bank changes design of the customer receipts. Such changes will accrue maximum once in a calendar year, or as and when the Bank desires.that info will be share three month ago .
23	22	6.6.9	Software to work in Linux and windows 11/10/ environments or any other versions.	Software to work in Linux and windows 11/10/ environments or any other versions. Bank will share the complete list with operating system wise .
24	23	6.7.4	6.7.4 Round-the-clock remote support to field operatives and customers who want to contact for any ATM related reason.	CLAUSE DELETED

24	24	6.8.7	Housekeeping at the offsite ATM sites : The housekeeping staff should be trained to clean the ATM site in a proper manner, the training can include how to clean the ATM machine with a dry cloth and not use a wet cloth near electronic instruments, appropriate use of room freshener, emptying the dustbin in a proper manner, picking up the brochures lying on the floor, ensuring the air conditioner is set at a defined temperature, cleaning of the Air vents of the air conditioner, cleaning the glass windows, not performing any activity during a customer's presence, ensuring the back door is sealed at all times, checking to see if the system is working or not and report to the authorities if any issue is observed, not allowing any unauthorized personnel to enter the back room etc.	Housekeeping staff must be trained to maintain ATM sites professionally. This training shall cover: the use of dry cloths on electronic components to avoid damage; appropriate use of room fresheners and proper waste disposal; floor and window cleaning; and ensuring air conditioning units remain at pre-defined temperatures. Additionally, staff must be instructed to avoid performing duties while customers are on-site and to promptly report any system malfunctions to the Bank.
25				
26	24	6.8	Housekeeping at the offsite ATM sites: Checking and fixing of door alignment, re-adjustment, greasing of roller shutters, Replacement of Sun films of the Glass portion, Half yearly pest control & anti-rodent measures, Replacement of Fuse lighting equipment's, Replacement of Broken Glass Pieces, Tiles, Fixing of minor or major cracks of plaster, wall and ceiling of the sites, Both preventive and remedial measures for corrosion of metal equipment's, walls etc., Complete maintenance of Look and feel of the ATM sites, PM of the entire site i.e. earthing, power supply, stabilizer / isolation transformer be installed in case of high and frequent power fluctuations etc.	CLAUSE DELETED
27	25	6.9 Pulling Electronic Journal (EJ) from ATMs: -	EJ Pulling will be integral to the Managed Services. Charges for installing EJ agent software, wherever required, will be paid to the ATM Vendor and same will be deducted from the MS service monthly payment. Any visit by ATM engineer for EJ Agent reinstallation, reconfiguration etc., will be borne by the MS Vendor. MS Vendors are expected to upload 100% EJ (i.e. no missing transaction) within T+1 day from the transaction date.	The Managed Service Provider (MSP) is fully responsible for the initial installation and integration of the EJ Pulling software as part of their Managed Services. The MS Vendor must bear all costs for engineer visits related to the first-time reinstallation or reconfiguration of the EJ agent. Additionally, MS Vendors are required to ensure 100% of the Electronic Journal data is uploaded, with no missing transactions, within T+1 day of the transaction date.
28	25	6.8.8	Checking and fixing of door alignment, re-adjustment, greasing of roller shutters whenever required.	CLAUSE DELETED
29	25	6.8.10	Replacement of Sun films of the Glass portion whenever required by the Bank	CLAUSE DELETED
30	25	6.8.12	Replacement of Fuse lighting equipment's.	CLAUSE DELETED
31	25	6.8.13	Replacement of Broken Glass Pieces, Tiles, etc.	CLAUSE DELETED
32	25	6.8.14	Fixing of minor or major cracks of plaster, wall and ceiling of the sites.	CLAUSE DELETED
33	25	6.8.15	Both preventive and remedial measures for corrosion of metal equipment's, walls, etc	CLAUSE DELETED
34	25	6.8.16	Full / partial painting work if required.	CLAUSE DELETED
35	25	6.8.17	Complete maintenance of Look and feel of the ATM sites etc. etc.	CLAUSE DELETED

36	25	6.8.18	PM of the entire site i.e. earthing, power supply, stabilizer / isolation transformer be installed in case of high and frequent power fluctuations.	CLAUSE DELETED
37	25	Housekeeping at the offsite ATM sites	Half yearly pest control & anti-rodent measures and the records of the same shall be maintained in a register.	CLAUSE DELETED
38	25	6.8.18	Housekeeping at the offsite ATM sites: PM of the entire site i.e. earthing, power supply, stabilizer / isolation transformer be installed in case of high and frequent power fluctuations.	CLAUSE DELETED
39	29	6.11. Cash Replenishment Services:6.11.11	Any shortage of cash on account of Cash Replenishment services whatsoever and for whatever reason shall be made good to the Bank within 15 days without RFP For ATM Managed Services and Cash Replenishment Services for Capex ATMs waiting for admissibility or settlement of the insurance claim. Bank shall have the right to recover such shortage from any of the payment to the Vendor. Any amount of such insurance claims received by the Bank shall be remitted to the ATM Managed services Vendor by the Bank after adjustment of outstanding dues if any.	Any shortage of cash on account of Cash Replenishment services whatsoever and for whatever reason shall be made good to the Bank within 15 days without waiting for admissibility or settlement of the insurance claim. Bank shall have the right to recover such shortage from any of the payment to the Vendor. Any amount of such insurance claims received by the Bank shall be remitted to the ATM Managed services Vendor by the Bank after adjustment of outstanding dues if any.
40	30	6.11.18.5	During the course of contract, if any particular denomination is to be included as per guidelines issued by the GOI / RBI / Bank etc. and it is needed that the ATM should be configured to continue dispensing the other new denomination, than it is mandatory that the CRA should arrange to configure the Cassettes as specified by the GOI / RBI / Bank etc.	CLAUSE DELETED
41	30	Cash Replenishment Services	Bidder has to ensure proper cash loading as per cash indent. If any diversion of cash happens without proper justification, Rs 10,000/- per ATM per Instance will be levied.	Bidder has to ensure proper cash loading as per cash indent. If any diversion of cash happens without proper justification, Rs 5000/- per ATM per Instance will be levied.
42	30	Cash Replenishment Services	During the course of contract, if any particular denomination is to be included as per guidelines issued by the GOI / RBI / Bank etc. and it is needed that the ATM should be configured to continue dispensing the other new denomination, than it is mandatory that the CRA should arrange to configure the Cassettes as specified by the GOI / RBI / Bank etc.	CLAUSE DELETED
43	30	6.11.18.6	CRA shall ensure replenishment of small denomination currency notes specifically, Rs 100/ or Rs 200/- in all ATMs or as decided by the Bank	CRA shall ensure replenishment of small denomination currency notes specifically, Rs 100/ or Rs 200/- in all ATMs or as provided by the bank
44	30	6.11.18.9	CRA will make additional replenishments, as per Bank's requirements. Such additional replenishments per ATM per month will be rendered free of charges. Wherever possible (especially at Metro and big cities where Bank has more than 15 ATM/CRMS) CRA will provide exclusive van for cash related activities for the Bank.	CRA will make additional replenishments, as per Bank's requirements. Such additional replenishments per ATM per month will be rendered free of charges. Wherever possible (especially at Metro and big cities where Bank has more than 15 ATM/CRMS)

45	30	6.11.17	The basic scope of work for Cash Replenishment agency (CRA) will be replenishment of cash at the selected ATMs of the Bank anywhere in India, as per Bank's requirements. The replenishment will be on "Cassette Swap" basis. The scope of work includes coordinating and rendering some other services, as under:	The basic scope of work for Cash Replenishment agency (CRA) will be replenishment of cash at the selected ATMs of the Bank anywhere in India, as per Bank's requirements. The replenishment will be on "Cassette Swap" basis. The scope of work includes coordinating and rendering some other services, as under: Cassette swap will be implemented in accordance with IBA guidelines and subject to the availability of CRA vaults at the respective locations.
46	31	6.11.18.11	Bidder has to ensure proper cash loading as per cash indent. If any diversion of cash happens without proper justification, Rs 10,000/- per ATM per Instance will be levied.	Bidder has to ensure proper cash loading as per cash indent. If any diversion of cash happens without proper justification, Rs 5,000/- per ATM per Instance will be levied.
47	32	6.11.18.20	Loading and un-loading of cash in the ATM by cassette swap method or add cash method, whichever the Bank decides	Loading and un-loading of cash in the ATM by cassette swap method
48	33	6.14. ATM End to End Cash Reconciliations: 6.14.14	Bank will provide all required files from ATM Switch and Finacle system to MS Vendor. MS Vendor should match transaction wise Switch data with Finacle and Electronic Journal and provide ATM wise daily report for matched and unmatched transactions. The MS Vendor should also provide the ATM wise closing Cash Balance as per the Switch and Finacle data. In case of any mismatch in physical Cash loading in ATM by CRA and Finacle account entries by Bank staff, the same be brought in the knowledge of the Bank and support staff deputed at ATM Cell, Central Office/Zonal Office will provide such details within three days of such mismatch.	Machine counters and switch reports must be updated daily as per the physical cash availability of machine . The C3R report will be submitted with the cash position to the bank and the reconciliation vendor on same day . Reconciliation will be done by our existing reconciliation vendor ,discrepancy report in reconciliation of ATM will be shared with MSP to rectify .The bidder will be responsible for physical cash discrepancy and submission of C3R report/updated cash balance report timely .bidder is responsible only for CRA manage site for Recon.
49	34	6.15. MIS:	MIS	All reports shall be furnish on T+1 days by 11:00Am.
50	34	6.14.8	ATM End to End Cash Reconciliations: Service providers must proactively inform the credit adjustments for all unsuccessful transactions on T+2 days. Bank will recover chargeback acceptance charges @ Rs.25/- + GST for all chargeback claims accepted for the ATMs outsourced for cash replenishment.	CLAUSE DELETED
51	34	6.14.9	In case of any cash shortage between Finacle account balance and physical cash available in ATM is observed, the shortage will be recovered from the monthly payments to the service provider and adjusted in ATM account.	Machine counters and switch reports must be updated daily as per the physical cash availability of machine . The C3R report will be submitted with the cash position to the bank and the reconciliation vendor on same day . Reconciliation will be done by our existing reconciliation vendor ,discrepancy report in reconciliation of ATM will be shared with MSP to rectify .The bidder will be responsible for physical cash discrepancy and submission of C3R report/updated cash balance report timely .In case of any cash shortage between Finacle account balance and physical cash available in ATM is observed, the shortage will be recovered from the monthly payments to the service provider and adjusted in ATM account.

52	35	6.16. Support Staff at Central Office and Zonal offices of the Bank: - 6.16.2	6.16.2 The Vendor should also provide support staff at Zonal offices to co-ordinate for monitoring of all ATMs/CRMs uptime from 10.00 A.M. to 6 P.M. for the contract period from the date of order. Presently there are 29 Zonal offices and in case, Bank opens new Zonal office, Vendor should provide the support staff at new office also as per the price discovered in RFP. The support staff should be Graduate and well versed with ATM technology and functionality with minimum two years of experience in the same field.	6.16.2 The Vendor should also provide support staff at Zonal offices to co-ordinate for monitoring of all ATMs/CRMs uptime from 10.00 A.M. to 6 P.M. for the contract period from the date of order. Presently there are 33 Zonal offices and in case, Bank opens new Zonal office, Vendor should provide the support staff at new office also as per the price discovered in RFP. The support staff should be Graduate and well versed with ATM technology and functionality with minimum two years of experience in the same field.
53	35	6.16. Support Staff at Central Office and Zonal offices of the Bank: - 6.16.6.4	6.16.6.4 Ensure FLM should report to the ATM site within prescribed time and take the feedback from FLM.	We request bank to exempt FLM during the night hours - 10 PM to 6AM
54	37	6.17.1.12	Customizations of the ATM switch software and ATM software to handle biometric/OTP/QR code-based transactions on ATM.	CLAUSE DELETED
55	38	6.17.1.12.2.	If any new customization at Banks switch for the model supplied by the Bidder, Bidder has to bear the cost of customization.	The bidder will bear the cost of any new customization required at the Bank's switch related to the MSP
56	39	6.18	All patches updates, related firmware updates and patch management implementation, Vulnerability Assessment /Penetration testing observation closure to be taken care by the bidder and confirm the same to the Bank after implementation within in reasonable time at no additional cost	All patches, firmware updates, and patch management implementations—as well as the closure of Vulnerability Assessment and Penetration Testing (VAPT) observations related to MSP services—shall be addressed by the bidder. The bidder must confirm the completion of these actions to the Bank within a reasonable timeframe after implementation, at no additional cost.
57	39	6.19	Use of One Time Combination (OTC) locks for CRA and self-loading ATMs	Bank will Provide the entire List of ATM/CRM/Mobile Van along with its OEM.
58	41	6.20. Compliance of Statutory and other responsibility 6.20.3	Any penalty charged to the Bank for non- compliance with any guideline or for non- obtainment of required permissions, licenses by the Vendor will be reimbursed by the Vendor to the Bank.	Any penalty charged to the Bank for non- compliance with any guideline or for non- obtainment of required permissions, licenses by the Vendor will be reimbursed by the Vendor to the Bank only to the extent of the scope of services.
59	41	6.20. Compliance of Statutory and other responsibility 6.20.6	The Bank, the Reserve Bank of India (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 RFP as well as the Agreement 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.	The Bank, the Reserve Bank of India (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 RFP as well as the Agreement 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 subject to a prior written intimation of not less than 2 working days provided to the Service Provider.

60	43	6.24	The successful Bidder should follow the Accessibility Standards and Guidelines for Banking Sector (applicable to ATM) of DFS, Government of India and any other Regulator issued from time to time without any cost to the Bank.	CLAUSE DELETED
61	43	Section III- EXECUTION OF WORK Clause 9.1 Compliance with Statutory and Regulatory Provisions	Bank requires that the Bidders provide professional, objective, and impartial advice and at all times hold Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.	CLAUSE DELETED
62	45	Section III- EXECUTION OF WORK Clause 14.5 Procedure for FLM takeover:	The maximum cap on the penalty shall be 5% of the TCO for uptime and downtime of the ATM. However, any liability to the Bank arising out of disputes in not coming under this capping will be recovered from MS Vendor on actual.	The maximum cap on the penalty shall be 10% of the TCO for uptime and downtime of the ATM. However, any liability to the Bank arising out of disputes in not coming under this capping will be recovered from MS Vendor on actual.
63	46	15.1.	15.1. The Vendor should ensure improvement in uptime and availability of ATMs and in analyzing the performance of the ATM network and suggest ways to improve uptime and availability. Vendor shall provide prompt first line maintenance, in response to oral, including telephonic notice by the Bank through its own / outsourced Vendor service personnel wherever the Equipment is installed, and the service shall be made available within the time frame as under: i. Rectification of FLM related errors within 4 hours Metro and Urban Centres and 6 hours at Semi Urban and Rural Centres.	Bidder here by Request to Consider below TAT & Restrictions Timing for FLM Attendance - Considering Current Traffic & Travelling Situations which varies as per Locations. Metro & Urban ATMs - 4 hrs Semi-Urban & Rural ATMs - 6 hrs (In case distance is more than 60 kms then such ATMs TAT need to be revised by 2 hrs for every 20 kms) Also MHA Restrictions timings need to be considered for FLM attendance.
64	47	17. Penalties 17.2	In case of any shortage of physical cash by theft, Fraud, pilferage, etc., if any, in the ATM/CRM the bidder will deposit the shortage amount through Bankers' cheque/NEFT within three working days. In case shortage amount is not deposited within three days, Bank will recover the amount in next invoice and will impose penalty of Rs.50,000/-per incident.	CLAUSE DELETED
65	47	17. Penalties 17.5	Bank will provide sitting space at each ZO.The PC/ Laptop will be provided by the Vendor. If Vendor will not provide the staff at any RO within two weeks from the date of acceptance of the order and information by Bank at new ZO, a penalty of Rs. 4000.00 per week will be levied.	Bank will provide sitting space at each ZO.The PC/ Laptop will be provided by the Vendor. If Vendor will not provide the staff at any RO within two month from the date of acceptance of the order and information by Bank at new ZO, a penalty of Rs. 4000.00 per week will be levied.

66	47	17. Penalties 17.6	If the Vendor fails in providing the proper Managed Services, including Primary and DR sites, as per the terms and requirements specified in this RFP, Bank will charge penalty up to 10 % of the TCO depending upon the deficiency in services. However, any liability to the Bank arising out of disputes is not coming under this capping; it will be recovered from M S Vendor on actual.	
67	47	17. Penalties 17.8	The Bank will inform the details of proposed ATM site with contact details to Vendor while placing the order for ATM. The ATM live dates will also be shared, and Vendor has to complete the takeover services within a week of ATM starts operation. For any delay in operationalization of full-fledged Managed Services including EJ pulling beyond four days after the date of intimation from the Bank, a penalty @ Rs.500/- per day per ATM will be charged from the 5th day.	The Bank provides the Vendor with site and contact details upon placing an ATM order, including the scheduled live dates. For the initial rollout, the Vendor must complete all takeover services, including full Managed Services and EJ pulling, within one month of the ATM becoming operational; failure to do so results in a penalty of Rs. 500 per day per ATM. Once the initial takeover phase is complete, any subsequent new ATMs must have EJ connected on the same day they go live, with the same Rs. 500 daily penalty applying for any delays
68	47	17. Penalties 17.10	For any delays on the part of the Service provider in completing the configuration, network connectivity between switch and MS Centre and other taking over formalities within four weeks from the date of acceptance of the order for ATM managed services, penalty worked out @ Rs.1,000.00 per day per site would be levied.	For any delays on the part of the Service provider in completing the configuration, network connectivity, Switch feeds between switch and MS Centre and other taking over formalities within four weeks from the date of acceptance of the order for ATM managed services, penalty worked out @ Rs.1,000.00 per day per site would be levied.
69	47	17.2	In case of any shortage of physical cash by theft, Fraud, pilferage, etc., if any, in the ATM/CRM the bidder will deposit the shortage amount through Bankers' cheque/NEFT within three working days. In case shortage amount is not deposited within three days, Bank will recover the amount in next invoice and will impose penalty of Rs.50,000/-per incident.	CLAUSE DELETED
70	47	17.5	Bank will provide sitting space at each ZO.The PC/ Laptop will be provided by the Vendor. If Vendor will not provide the staff at any RO within two weeks from the date of acceptance of the order and information by Bank at new ZO, a penalty of Rs. 4000.00 per week will be levied.	Bank will provide sitting space at each ZO.The PC/ Laptop will be provided by the Vendor. If Vendor will not provide the staff at any RO within two month from the date of acceptance of the order and information by Bank at new ZO, a penalty of Rs. 4000.00 per week will be levied
71	47	17.8	The Bank will inform the details of proposed ATM site with contact details to Vendor while placing the order for ATM. The ATM live dates will also be shared, and Vendor has to complete the takeover services within a week of ATM starts operation. For any delay in operationalization of full-fledged Managed Services including EJ pulling beyond four days after the date of intimation from the Bank, a penalty @ Rs.500/- per day per ATM will be charged from the 5th day.	The Bank provides the Vendor with site and contact details upon placing an ATM order, including the scheduled live dates. For the initial rollout, the Vendor must complete all takeover services, including full Managed Services and EJ pulling, within one month of the ATM becoming operational; failure to do so results in a penalty of Rs. 500 per day per ATM. Once the initial takeover phase is complete, any subsequent new ATMs must have EJ connected on the same day they go live, with the same Rs. 500 daily penalty applying for any delays

72	47	Penalties	In case of any shortage of physical cash by theft, Fraud, pilferage, etc., if any, in the ATM/CRM the bidder will deposit the shortage amount through Bankers' cheque/NEFT within three working days. In case shortage amount is not deposited within three days, Bank will recover the amount in next invoice and will impose penalty of Rs.50,000/-per incident.	CLAUSE DELETED
73	47	17.2	Penalties: In case of any shortage of physical cash by theft, Fraud, pilferage, etc., if any, in the ATM/CRM the bidder will deposit the shortage amount through Bankers' cheque/NEFT within three working days. In case shortage amount is not deposited within three days, Bank will recover the amount in next invoice and will impose penalty of Rs.50,000/-per incident.	CLAUSE DELETED
74	47	17.5	Bank will provide sitting space at each ZO.The PC/ Laptop will be provided by the Vendor. If Vendor will not provide the staff at any RO within two weeks from the date of acceptance of the order and information by Bank at new ZO, a penalty of Rs. 4000.00 per week will be levied.	Bank will provide sitting space at each ZO.The PC/ Laptop will be provided by the Vendor. If Vendor will not provide the staff at any RO within two month from the date of acceptance of the order and information by Bank at new ZO, a penalty of Rs. 4000.00 per week will be levied.
75	48	17. Penalties 17.15	MHA guidelines and Cassette Swap implementation to be ensured in applicable cities, otherwise penalty will be levied as Rs. 2000/- per ATM per instance in addition to price discovered in RFP.	Ensure MHA guidelines and Cassette Swap implementation in applicable cities; otherwise, a penalty of Rs. 2000/- per ATM per instance will be levied, in addition to the price discovered in the RFP for RBI-mandated cities.
75	48	17. Penalties 17.16	Handling ATMs without activation of OTC Lock – Rs.500/- per instance. Any technical reason resulting in non-activation of OTC Lock would qualify for waiver only post Bank' approval.	Handling ATMs without activating the OTC (One-Time Combination) lock will attract a penalty of Rs. 500/- per instance. Any technical reasons for non-activation will qualify for a waiver only after Bank approval. OTC lock implementation must be completed on the same day, excluding delays caused by Bank dependencies
76	48	17. Penalties 17.17	Non- compliance of Cassette Swap in ATMs will attract a penalty of Rs.1000/- per incidence per ATM maximum up to Rs. 10000/ per ATM along with the penalty imposed by the regulatory authorities, if any.	Non- compliance of Cassette Swap in ATMs will attract a penalty of Rs.1000/- per incidence per ATM maximum up to Rs. 10000/ per ATM along with the penalty imposed by the regulatory authorities, bank will allow 10 working days for implementing Cassette swapping after takeover on RBI mandate city
77	48	17. Penalties 17.21	Counterfeit note loaded in Banks ATMs by cash handling agency – Rs.10,000/- per instance in addition to deduction of equivalent of counterfeit note dispensed per instance.	Counterfeit note loaded in Banks ATMs by cash handling agency – Rs.2000/- per instance in addition to deduction of equivalent of counterfeit note dispensed per instance.
78	48	17. Penalties 17.12	Bank reserves it's right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the Vendor.	The Bank reserves its right to recover these amounts through any means, such as offsetting them against payments due to the Vendor. The Bank will provide all necessary supporting and claim documentation."

79	48	17. Penalties 17.11	Physical takeover of ATMs will be considered only after enabling EJ services successfully from an ATM. The takeover of the Bank's ATMs should be completed within 30 days from the date of receiving the confirm order from the Bank. For any delays in takeover of existing ATM site beyond the stipulation of 30 days, a penalty calculated Rs.200.00 per day per site will be levied.	The Bank provides the Vendor with site and contact details upon placing an ATM order, including the scheduled live dates. For the initial rollout, the Vendor must complete all takeover services, including full Managed Services and EJ pulling, within one month of the ATM becoming operational; failure to do so results in a penalty of Rs. 500 per day per ATM. Once the initial takeover phase is complete, any subsequent new ATMs must have EJ connected on the same day they go live, with the same Rs. 500 daily penalty applying for any delays
80	48	17. Penalties 17.13	If the MS Vendor claims that there were some issues from the Bank or SLM side, the MS Vendor should submit the sufficient proof for the same.	If the MS Vendor claims that there were some issues from the Bank or SLM side, the MS Vendor should submit the sufficient proof for the same and Claims should be validated based on shared system logs and joint review
81	48	17. Penalties 17.14	24 x 7 continuous monitoring of availability of cash in the network of ATMs through Incident Management Tool and ensuring no cash out scenario for any of the ATMs, otherwise penalty will be levied as Rs 4000/-per ATM per instance (more than 3 hours of cash out consider as single instance). This is in addition to any penalty imposed by regulatory authority i.e. RBI/GOI/MHA/MOF etc. which will be recovered separately.	24 x 7 continuous monitoring of availability of cash in the network of ATMs through Incident Management Tool and ensuring no cash out scenario for any of the ATMs, otherwise penalty will be levied as Rs 2000/-per ATM per instance (more than 3 hours of cash out consider as single instance). This is in addition to any penalty imposed by regulatory authority i.e. RBI/GOI/MHA/MOF etc. which will be recovered separately.
82	48	17. Penalties 17.18	Shifting of sites approved by Bank should be completed by Bidder without any additional cost to the Bank within 30 days after date of sanction and thereafter penalty of Rs. 1000/- per day, per machine will be recovered. Bank will not make any payment for sites not shifted within stipulated time.	Clause Deleted
83	48	17. Penalties 17.20	Any penalty levied by statutory authority, ombudsman on account of deficiency of service shall be passed on to the bidder.	Any penalty levied by statutory authority, ombudsman on account of deficiency of service shall be passed on to the bidder. Excluding the bank dependency .
84	48	17.1	For any delays on the part of the Service provider in completing the configuration, network connectivity between switch and MS Centre and other taking over formalities within four weeks from the date of acceptance of the order for ATM managed services, penalty worked out @ Rs.1,000.00 per day per site would be levied.	For any delays on the part of the Service provider in completing the configuration, network connectivity between switch and MS Centre and other taking over formalities within four weeks from the date of acceptance of the order for ATM managed services, penalty worked out @ Rs.500.00 per day per site would be levied.
85	48	17.14	24 x 7 continuous monitoring of availability of cash in the network of ATMs through Incident Management Tool and ensuring no cash out scenario for any of the ATMs, otherwise penalty will be levied as Rs 4000/-per ATM per instance (more than 3 hours of cash out consider as single instance). This is in addition to any penalty imposed by regulatory authority i.e. RBI/GOI/MHA/MOF etc. which will be recovered separately.	24 x 7 continuous monitoring of availability of cash in the network of ATMs through Incident Management Tool and ensuring no cash out scenario for any of the ATMs, otherwise penalty will be levied as Rs 2000/-per ATM per instance (more than 3 hours of cash out consider as single instance). This is in addition to any penalty imposed by regulatory authority i.e. RBI/GOI/MHA/MOF etc. which will be recovered separately.

86	48	17.17	Non- compliance of Cassette Swap in ATMs will attract a penalty of Rs.1000/- per incidence per ATM maximum up to Rs. 10000/ per ATM along with the penalty imposed by the regulatory authorities, if any.	on- compliance of Cassette Swap in ATMs will attract a penalty of Rs.1000/- per incidence per ATM maximum up to Rs. 10000/ per ATM along with the penalty imposed by the regulatory authorities, bank will allow 10 working days for implementing Cassette swapping after takeover on RBI mandate city
87	48	17.17	Penalties: Non- compliance of Cassette Swap in ATMs will attract a penalty of Rs.1000/- per incidence per ATM maximum up to Rs. 10000/ per ATM along with the penalty imposed by the regulatory authorities, if any.	on- compliance of Cassette Swap in ATMs will attract a penalty of Rs.1000/- per incidence per ATM maximum up to Rs. 10000/ per ATM along with the penalty imposed by the regulatory authorities, bank will allow 10 working days for implementing Cassette swapping after takeover on RBI mandate city
88	48	17.18	Shifting of sites approved by Bank should be completed by Bidder without any additional cost to the Bank within 30 days after date of sanction and thereafter penalty of Rs. 1000/- per day, per machine will be recovered. Bank will not make any payment for sites not shifted within stipulated time.	CLAUSE DELETED
89	48	17.14	24 x 7 continuous monitoring of availability of cash in the network of ATMs through Incident Management Tool and ensuring no cash out scenario for any of the ATMs, otherwise penalty will be levied as Rs 4000/-per ATM per instance (more than 3 hours of cash out consider as single instance). This is in addition to any penalty imposed by regulatory authority i.e. RBI/GOI/MHA/MOF etc. which will be recovered separately.	24 x 7 continuous monitoring of availability of cash in the network of ATMs through Incident Management Tool and ensuring no cash out scenario for any of the ATMs, otherwise penalty will be levied as Rs 2000/-per ATM per instance (more than 3 hours of cash out consider as single instance). This is in addition to any penalty imposed by regulatory authority i.e. RBI/GOI/MHA/MOF etc. which will be recovered separately.
90	49	Section III- EXECUTION OF WORK Clause 17.21 Penalties	In case the penalty reaches the above maximum, the Bank will be at liberty not to release any payment and cancel the contract summarily and also invoke the guarantees submitted by the bidder to recover any payment already made by the Bank.	In case the penalty reaches the above maximum, the Bank will be at liberty not to release any payment and cancel the contract summarily and also invoke the guarantees submitted by the bidder to recover any payment already made by the Bank. The Bank will provide the claim along with all necessary supporting documents
91	49	18.1.	18.1. The Penalty will not be imposed on the Vendor in the following cases, subject to proof submitted by the Vendor which is acceptable to the Bank:	The Penalty will not be imposed on the Vendor in the following cases, subject to proof submitted by the Vendor that is acceptable to the Bank: exclusions due to Bank dependency and exclusions for factors outside the control of the MSP's scope of work

92	50	18. Exclusions to liability for Penalty: 18.1	The Penalty will not be imposed on the Vendor in the following cases, subject to proof submitted by the Vendor which is acceptable to the Bank: Ø Where safe is required to be broken open (proof from the respective SLM Vendor) Ø UPS or Batteries to be replaced by OEM vendor or Bank. Ø Instances of force majeure (in such cases, the Vendor shall inform and seek Bank's confirmation of its non-liability for penalty) Ø VSAT or network equipment's to be replaced by Bank. Ø Failure of Switch. Ø Disruption of Power supply/Link failure from the Electricity Board/ MTNL/BSNL. Ø Bank officials confirm that delay was due to Bank dependency.	The Penalty will not be imposed on the Vendor in the following cases, subject to proof submitted by the Vendor that is acceptable to the Bank: exclusions due to Bank dependency and exclusions for factors outside the control of the MSP's scope of work
93	51	25. Software Licenses	The EJ pulling or any other software to be installed in the ATMs should have licensed right in favour of Bank even after expiry of contract for all the ATMs.	CLAUSE DELETED
94	51	25	Software Licenses - The EJ pulling or any other software to be installed in the ATMs should have licensed right in favour of Bank even after expiry of contract for all the ATMs.	CLAUSE DELETED
94	58	32.13	The bidder should provide proof that it has successfully installed the ATMs claimed. The Bidder is required to furnish a letter from the respective Banks, where machines are already supplied. Bank is entitled to make its own independent enquiry to verify the claims of the Bidders.	CLAUSE DELETED
95	61	Section III- EXECUTION OF WORK Clause 36.3 Performance Bank Guarantee	In the event of non-performance of obligations or failure to meet terms of this RFP or the contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful Bidder.	In the event of non-performance of obligations or failure to meet terms of this RFP or the contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful Bidder.bank will provide intemation before 30 days
96	65	45. Right to Alter Quantities: 45.1	The Bank will be free to either reduce or increase the quantity to be purchased under this RFP on the same terms and conditions.	The Bank reserves the right to increase the ATM count by up to 10% of the quantity to be purchased under this RFP, while maintaining the same terms and conditions
97	66	46. Delays in The Vendor's Performance: 46.1	Performance of the Services shall be made by the Vendor in accordance with the time schedule specified by Bank. Any delay in performing the obligation by the Vendor will result in imposition of liquidated damages and/or termination of rate contract for default. Above clause will be exempted in case of force Majeure event, at the discretion of the Bank.	"The Vendor shall perform the Services in accordance with the time schedule specified by the Bank. Any delay in the Vendor's performance of these obligations will result in the imposition of liquidated damages and/or termination of the rate contract for default. This clause may be exempted in the event of Force Majeure, at the Bank's discretion. The Bank will provide a 15-day notice period

98	66	Section III- EXECUTION OF WORK Clause 46 Delays in The Vendor's Performance:	Performance of the Services shall be made by the Vendor in accordance with the time schedule specified by Bank. Any delay in performing the obligation by the Vendor will result in imposition of liquidated damages and/or termination of rate contract for default. Above clause will be exempted in case of force Majeure event, at the discretion of the Bank.	The Vendor shall perform the Services in accordance with the time schedule specified by the Bank. Any delay in the Vendor's performance of these obligations will result in the imposition of liquidated damages and/or termination of the rate contract for default. This clause may be exempted in the event of Force Majeure, at the Bank's discretion. The Bank will provide a 15-day notice period
99	68	50. Service Level Agreement: 50.9	Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the Vendor.	The Bank reserves the right to recover these amounts through any method, such as adjusting them against payments due to the Vendor, upon providing the details of the claims and relevant supporting documents
100	68	50. Service Level Agreement: 50.7	Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the Vendor or invocation of performance Bank guarantee submitted by the successful bidder.	The Bank reserves the right to recover these amounts through any method, such as adjusting them against payments due to the Vendor, upon providing the details of the claims and relevant supporting documents
101	68	Section III- EXECUTION OF WORK Clause 50.7 Service Level Agreement	Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the Vendor or invocation of performance Bank guarantee submitted by the successful bidder.	The Bank reserves the right to recover these amounts through any method, such as adjusting them against payments due to the Vendor, upon providing the details of the claims and relevant supporting documents
102	69	Section III- EXECUTION OF WORK Clause 51 Liquidated Damages	Entire clause	The Bank before imposing any penalty shall provide a details of the claim along with a detailed notice of such claim together with relevant supporting documents. Further, Service Provider should be entitled for a cure period before such penalties are levied. Further, before imposing any penalty the Bank shall provide an advance notice of 15 days to rectify the defect / default, and the penalty shall be imposed only on failure to rectify the default.
103	70	52. Payment Terms 52.8	The Bank may withhold payment of any charges that it disputes in good faith, for deficiency in service or otherwise, and may set-off penalty amount and any other amount which Service provider owes the Bank against charges payable to Service provider under this RFP.	The Bank may withhold payment of any charges disputed in good faith, whether due to a deficiency in service or otherwise. Additionally, the Bank reserves the right to set off any penalty amounts or other sums owed by the Service Provider against charges payable under this RFP. The Bank will provide the claim details along with all necessary supporting document
104	71	Section III- EXECUTION OF WORK Clause 52.12 Payment Terms	Invoice shall be raised only when payment has to be made and invoice will be revised if invoice is not paid in six months.	CLAUSE DELETED

105	72	Section III- EXECUTION OF WORK Clause 56.1 Termination for Default	The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract.	The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract.. The bank will provide claiming doc and supporting docs .
106	72	55. Force Majeure	<p>55.1. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bank or the Vendor, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, blockade caused by war, revolutions, civil commotion, mobilizations, strikes, plague or other epidemics, fire, flood, obstructions of navigation by ice of port of dispatch, acts of Govt. or public enemy or any other event beyond the control of either party which directly, materially and adversely affect the performance of any contractual obligation and events not foreseeable, but does not include any fault or negligence or carelessness on the part of the Bank or the Vendor, resulting in such a situation.</p> <p>55.2. The Vendor or the Bank is not responsible for delays or non-performance of any contractual obligations arising out of such Force Majeure events.</p> <p>55.3. If a force majeure situation arises, the Vendor shall notify the Bank in writing of such conditions and the change thereof immediately within five calendar days. Unless otherwise directed by the Bank, in writing, the Vendor shall continue to perform its obligations under the contract and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p> <p>55.4. In case the force majeure event is recognised and accepted by the Bank, 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 one month, the Bank and the Service Provider shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Service Provider</p>	For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bank or the Vendor, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, blockade caused by war, revolutions, civil commotion, mobilizations, strikes, plague or other epidemics, pandemic, fire, flood, obstructions of navigation by ice of port of dispatch, acts of Govt. or public enemy or any other event beyond the control of either party which directly, materially and adversely affect the performance of any contractual obligation and events not foreseeable, but does not include any fault or negligence or carelessness on the part of the Bank or the Vendor, resulting in such a situation.

107	72	55.1	For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bank or the Vendor, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, blockade caused by war, revolutions, civil commotion, mobilizations, strikes, plague or other epidemics, fire, flood, obstructions of navigation by ice of port of dispatch, acts of Govt. or public enemy or any other event beyond the control of either party which directly, materially and adversely affect the performance of any contractual obligation and events not foreseeable, but does not include any fault or negligence or carelessness on the part of the Bank or the Vendor, resulting in such a situation.	For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bank or the Vendor, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, blockade caused by war, revolutions, civil commotion, mobilizations, strikes, plague or other epidemics, pandemic, fire, flood, obstructions of navigation by ice of port of dispatch, acts of Govt. or public enemy or any other event beyond the control of either party which directly, materially and adversely affect the performance of any contractual obligation and events not foreseeable, but does not include any fault or negligence or carelessness on the part of the Bank or the Vendor, resulting in such a situation.
108	72	55.1	For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bank or the Vendor, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, blockade caused by war, revolutions, civil commotion, mobilizations, strikes, plague or other epidemics, fire, flood, obstructions of navigation by ice of port of dispatch, acts of Govt. or public enemy or any other event beyond the control of either party which directly, materially and adversely affect the performance of any contractual obligation and events not foreseeable, but does not include any fault or negligence or carelessness on the part of the Bank or the Vendor, resulting in such a situation.	For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bank or the Vendor, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, blockade caused by war, revolutions, civil commotion, mobilizations, strikes, plague or other epidemics, pandemic, fire, flood, obstructions of navigation by ice of port of dispatch, acts of Govt. or public enemy or any other event beyond the control of either party which directly, materially and adversely affect the performance of any contractual obligation and events not foreseeable, but does not include any fault or negligence or carelessness on the part of the Bank or the Vendor, resulting in such a situation.
109	81	Section III- EXECUTION OF WORK Clause 68 Inspection	Entire clause	The Bank may, before conducting any such inspection, inform the Bidder well in advance, by serving an intimation of not less than 2 two working days.
110	90	Section V- General Terms & Conditions Clause 83.3 (General Order Terms:)	Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Bank under this RFP and the Vendor shall extend all cooperation in this regard.	The Bank may, before conducting any such inspection, inform the Bidder well in advance, by serving an intimation of not less than 2 two working days.
111	94	Section V- General Terms & Conditions Clause 97.1 (Legal Disputes and Jurisdiction of the court)	These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.	These injunctive remedies are cumulative and in addition to any other rights and remedies the Bank may have at law or in equity, including, without limitation, the right to recover any amounts, related costs, and damages. The Bank will provide a detailed claim along with all necessary supporting documents

112	101	Annexure C- Confirmation to Eligibility Criteria	3. Bidder should have provided ATM Managed services for at least 3000 ATMs/CRMs in India for single scheduled commercial Bank at least one year at any time during last three F.Y year (01.04.2022 to 31.12.2025). The managed services provided should include all the below mentioned services; 1. ATM Help Desk, Remote Monitoring of ATM Network, First Line Maintenance (FLM) services and incident Management. 2. Cash Management & Replenishment. 3. EJ Pulling activities. 4. Content distribution services. 5. Housekeeping.	3 (a). Bidder should have provided ATM Managed services for at least 1500 ATMs/CRMs in India for single scheduled commercial Bank at least one year at any time during last three F.Y year (01.04.2022 to 31.12.2025). The managed services provided should include all the below mentioned services; 1. ATM Help Desk, Remote Monitoring of ATM Network, First Line Maintenance (FLM) services and incident Management. 2. EJ Pulling activities. 3. Content distribution services 3 (b). Bidder should have provided ATM Managed services for at least 100 ATMs/CRMs in India for single scheduled commercial Bank at least one year at any time during last three F.Y year (01.04.2022 to 31.12.2025). The managed services provided should include all the below mentioned services; 1. Cash Management & Replenishment. 2. Housekeeping.
113	102	Annexure C- Confirmation to Eligibility Criteria	Bidder should have valid ongoing ATM Managed services contracts minimum for 4000 ATMs and cash replenishment services contracts minimum for 1000 ATMs as on 31.12.2025.	5 (a) Bidder should have valid ongoing ATM Managed services for at least 3000 ATMs/CRMs in India for scheduled commercial Banks as on 31.12.2025). The managed services provided should include all the below mentioned services; 1. ATM Help Desk, Remote Monitoring of ATM Network, First Line Maintenance (FLM) services and incident Management. 2. EJ Pulling activities. 3. Content distribution services. 5.(b) Bidder should have valid ongoing ATM Managed services for at least 500 ATMs/CRMs in India for scheduled commercial Banks as on 31.12.2025). The managed services provided should include all the below mentioned services; 1. Cash Management & Replenishment. 2. Housekeeping.
114	106	4. Annexure D – Indicative Commercial Bid	*20 % Amount would be deducted with MHA and without cassette swap method services	*10 % Amount would be deducted with MHA and without cassette swap method services
115	106	4. Annexure D – Indicative Commercial Bid	*30 % Amount would be deducted without MHA and with cassette swap method	*20 % Amount would be deducted with MHA and without cassette swap method services
116	106	4. Annexure D – Indicative Commercial Bid	*50 % Amount would be deducted without MHA and without cassette swap method	*30 % Amount would be deducted with MHA and without cassette swap method services

122	174	Annexure AL - Statement of Compliance – Services Offered by Bidders	6 - The solution configuration should be out of the box. Vendor will not be allowed to do code changes to match bank's requirement. The solution configuration shall be onsite activity	CLAUSE DELETED
123	190	Incident Management System	Solution should be able to seamlessly integrate with Bank's ATM Monitoring Solution,	Solution should be able to seamlessly integrate with switch monitoring solution .
124	11&12	5. Project overview:	Bank reserves the right to change the number of ATMs to be deployed in any of its regions/zones at any time, at its sole discretion. The bidder should be ready and have the capacity to implement the Project across the length and breadth of the country. The Bank may increase or decrease the number of ATMs to be deployed during the period of the contract	The Bank reserves the right to change the number of ATMs to be deployed in any of its regions or zones by addition of 10% of the total 1,500 ATMs at any time, at its sole discretion. The bidder must be prepared and have the capacity to implement the project nationwide. Additionally, the Bank may increase or decrease the total number of ATMs to be deployed throughout the contract period.
125	General	General	Extension to Bid Submission	Please refer the addendum 1
126	13	6.1.7	Real time EJ pulling & archival-EJ Pulling & Software/ Content Distribution. The software to be installed for EJ pulling in ATMs should have license right in the favour of Bank, one year after expiry of the contract period. Vendor should provide EJ web browser for Branches to know the status of any ATM transactions by providing ATM ID, Date of Transaction and sequence number.	CLAUSE DELETED
127	14	6.1.15	The successful bidder will make temporary call centre for smooth migration of ATMs from existing MS Vendor with multiple no. of phone lines (minimum six no.) during migration process. The new EJ agent to be connected on the same day of the ATM migrated with Docket number	The successful bidder will provide one toll-free and four mobile numbers for the smooth migration of ATMs from the current vendor. And The Managed Service Provider (MSP) is fully responsible for the initial installation and integration of the EJ Pulling software as part of their Managed Services. The MS Vendor must bear all costs for engineer visits related to the first-time installation or reconfiguration of the EJ agent. Additionally, MS Vendors are required to ensure 100% of the Electronic Journal data is uploaded, with no missing transactions, within T+1 day of the transaction date.
128	16	6.1.42	Software tool should generate calls for any violation of standard terminal security.	CLAUSE DELETED
129	18	6.3.1 First Level Maintenance	Service to be available on 24 x 7 x 365 basis on all ATMs " with Master keys or Unique keys "	Services must be available on a 24x7x365 basis for all ATMs. The Bank will provide access for only those unique key or OTC lock configurations where the Managed Service Provider (MSP) is responsible for cash replenishment. For all other scenarios, the MSP shall coordinate with branch staff to resolve any issues.

130	18	6.3.7	To maintain database of the age and health profile (at least from the date of takeover) of the ATMs and the critical equipment's at the ATM site viz AC, UPS, Batteries. Monitoring and reporting of site condition of ATM and other equipment related problems (like: Electrical problem, environmental conditions) to the representative branches through software tool. Bank will provide earthing in case, bidder feels it is not proper, bidder can make their own arrangement for earthing at their cost.	To maintain database of the age and health profile (at least from the date of takeover) of the ATMs and the critical equipment's at the ATM site viz AC, UPS, Batteries. Monitoring and reporting of site condition of ATM and other equipment related problems (like: Electrical problem, environmental conditions) to the representative branches through software tool.
131	18	6.3.10	Maintaining proper register of the backup taken with acknowledgement from Controlling Office and handover of backup to Controlling Office	Maintaining proper register of the backup taken with acknowledgement from Controlling Office and handover of backup to Controlling Office of FLM engineer activity
132	19	6.3.11	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 Controlling Office concerned. Preventive Maintenance may be scheduled at a time convenient to the Bank i.e. it should not affect the customer service.	The Vendor must maintain a proper database of all backups taken, including formal acknowledgments from the Controlling Office. This database must also document the handover of these backups to the Controlling Office following all FLM engineer activities
133	19	6.4.2	Estimating and proactively providing all consumable such as Journal rolls, ink cartridges, Thermal Receipt Printer Rolls, ATM Ribbons, depository envelops, etc., at no extra cost on proactive and reactive basis.	Estimating and proactively providing all consumable such , ink cartridges, Thermal Receipt Printer Rolls, ATM Ribbons, depository envelops, etc., at no extra cost on proactive and reactive basis.
134		6.5 Cash Optimization and Management	Cash optimization and replenishment	ATM EOD must be done at the time of cash loading or alternative days basis. There should be minimum of 12-15 cash replenishments/EOD in a month
135	19	6.5.2	Bidder should conduct Cash forecasting exercise for ATMs/ CRMs rolled out under this tender of the Bank, based on analysis of the Cash dispensation pattern of ATMs and suggesting limits for replenishment and its periodicity to the Bank and managing special events and seasonal requirements	The Bidder is responsible for conducting cash forecasting for all ATMs and CRMs deployed under this tender. By analyzing historical cash dispensation patterns using transaction data provided by the Bank, the Bidder must suggest optimal replenishment limits and periodicities. Additionally, the forecasting exercise must account for managing special events and seasonal requirements to ensure continuous cash availability
136	22	6.6.7	Providing a paper audit of all software installed and uninstalled	Providing a paper audit of all software are installed and uninstalled related to MSP services .
137	23	6.6.13	Ensuring that the Anti-Virus, Anti-Malware, Operating System and other software's' are all up to date and current	CLAUSE DELETED
138	24	6.8.10	Replacement of Sun films of the Glass portion whenever required by the Bank	CLAUSE DELETED
139		6.9.	Pulling Electronic Journal (EJ) from ATMs(New added clause)	The Vendor has to take full responsibility for retrieving Electronic Journals (EJ) from ATMs on a real-time basis, ensuring all data is pulled and processed in accordance with the Bank's specific requirements
140	106		Cost of Support Staff at 30 RO/ZONE/CO	Cost of Support Staff at 34 RO/ZONE/Head office

		4. Annexure D – Indicative Commercial Bid		
141		Compliance & Approvals(New added clause)	New clause	<p>SBOM and CBOM The Service Provider shall submit complete, accurate, Software Bill of Materials (SBOM) and Cryptographic Bill of Materials (CBOM) as per CERT-IN guidelines including all the dependencies up to the last level, for all software, applications, systems, libraries, components, and cryptographic elements used in delivering the services. This shall include components provided through third parties or supply chain partners. The Service Provider shall also declare any non-applicable components with proper justification and provide mitigation measures. SBOM/CBOM shall be submitted prior to deployment and updated periodically (quarterly or within 15 days of any material change), along with disclosure of known vulnerabilities and remediation plans. Non-compliance shall be treated as a material breach and may attract penalties as per SLA The Service Provider shall submit the following details as a self-declaration on their letterhead (along with machine-readable files):</p> <ol style="list-style-type: none"> 1. Component / Software name 2. Version and supplier / manufacturer 3. Component type (application/library/firmware/container, etc.) 4. Dependency type (direct/transitive) 5. License details (including open-source) 6. Usage / purpose within the system 7. Cryptographic assets/algorithms used (for CBOM) 8. Key length / strength (where applicable) 9. Known vulnerabilities (CVE details, if any) 10. Compliance status (CERT-In / RBI / industry standards) 11. Last update/review date 12. Applicability (Yes/Not Applicable with justification) 13. Risk/mitigation measures (if applicable)
142		Compliance & Approvals(New added clause)	New clause	<p>Supply Chain Information Disclosure The Service Provider shall provide complete, accurate, and up-to-date details of all entities engaged in delivering services under this RFP, including subcontractors, third-party vendors, OEMs, cloud/service providers, and other supply chain partners. The information shall cover the nature of engagement, services provided, data/system access, and associated risks. The Service Provider shall ensure periodic updates (quarterly or within 15 days of any material change). Submission of incomplete or incorrect information shall be treated as a material breach of contract and may attract penalties as per SLA. The Service Provider shall submit the following details as a self-declaration in tabular form on their letterhead:</p> <ol style="list-style-type: none"> 1. Name of engaged entity 2. Type of entity (OEM / subcontractor / cloud provider / etc.) 3. Nature of services provided 4. Location (country/region of operation and data storage) 5. Access to Bank data/systems (Yes/No with details) 6. Criticality classification (High/Medium/Low with justification) 7. Contractual arrangement/engagement type 8. Security certifications/compliance status (ISO, PCI-DSS, etc.) 9. Dependency type (direct/indirect) 10. Risk assessment summary 11. Date of last update

Pre Bid Query Clarification

Sr. no	RFP Page no.	RFP Point /Section	RFP Clause	Bidder's Queries/Suggestions n /Deviation/Remarks	Clarification
1	5	Section I:-	Security Deposit / Earnest Money Deposit (EMD) --- 3,12,00,000 (Three Crore Twelve Lakh only) in the form of Demand Draft in favour of Punjab & Sind Bank , payable at New Delhi. EMD can also be paid in the form of Bank Guarantee (BG) of any scheduled commercial Bank other than Punjab & Sind Bank , Insurance Surety Bond, Account Payee Demand Draft Receipt & Banker's Cheque and should be valid for 6 months from the last date of bid submission with a claim period of 45 days. EMD shall be exempted for Bidders which are eligible for exemption as per GeM Guidelines/Government Guidelines.	The stated EMD amount is significantly high and not in line with prevailing PSU Bank RFPs. In this regard, we request the Bank to reduce the EMD amount to Rs 25,00,000/- (Rupees Twenty Five Lakhs only). Further, we request the Bank to accept all approved financial instruments as permitted by the Government of India, such as Bank Guarantee, Insurance Surety Bond, and other equivalent instruments, for submission of both EMD and PBG. Additionally, we request to modify the clause as follows: "Insurance Surety Bond, Account Payee Demand Draft Receipt & Banker's Cheque should be valid for 3 months from the date of final pre-bid response/corrigendum published by the Bank for bid submission, with a claim period of 30 days."	Please adhere to the terms of RFP

2	6	Section I-:	<p>The bid documents and commercial bid shall be submitted online on GeM portal only as per this RFP document and as per the provisions and terms & conditions of GeM portal.</p> <p>Please make sure that all the documents are properly scanned and are legible to read.</p> <p>Bank Guarantee towards Earnest Money Deposit, integrity pact and all such Declarations/ Forms/ Formats/ Documents etc. asked in the RFP, which need to be submitted on Stamp Paper shall be submitted both Online (Scanned Copy) on GeM portal and Offline (Physical Copy) in the Tender Box by the Bidder before expiry of the last date and time of bid submission Physical Copy as mentioned above, to be submitted at the Bank's HO.</p>	Please clarify the specific list of hard copy documents required to be submitted along with the bid.	Refer to Addendum 1
3	12	6.1 ATM Management System	Providing ATM Managed services and ensuring that the overall downtime of ATMs/CRMs does not go above the levels of 2 % for Metro and Urban ATMs and 3 % for Semi urban and rural ATMs.	We request bank to Modify the Clause - "Providing ATM Managed services and ensuring that the overall downtime of ATMs/CRMs does not go above the levels of 4 % for Metro and Urban ATMs and 6 % for Semi urban and rural ATMs after industry-standard exclusions".	Refer to Addendum 1
4	12	6.1 ATM Management System	Cash replenishment services for off-site and Onsite ATMs/CRMs (As per Bank's requirement for onsite ATMs) including complete reconciliation with Physical Cash in ATM, Finacle account, ATM Switch and EJ/JP log. Bank will provide records related with ATM transactions to bidder for reconciliation.	We request bank to provide clarity on "CRM" Cash Replenishment service	Refer to Addendum 1
5	12	6. Broad Scope of Work:	The successful Bidders would be selected, prices would be finalized through this RFP process and an service level agreement would be entered into with the successful Bidder for ATM Managed Services (Onsite and Offsite Atms) and Cash Replenishment Services for Offsite ATMs only	Bidder would like to request bank to provide the details of Onsite and OFFsite ATM along with full address. Bidder would also like bank to confirm how many ATM and CRM bank have along with its Make and model.	Refer to Addendum 1
6	12	6.1 ATM Management System:	Cash replenishment services for off-site and Onsite ATMs/CRMs	Bidder would like Bank to confirm whether cash replenishment services is required for ONSITE atm/CRM also as the point mentioned in scope of work and TCO tabel ststes otherwise.	Refer to Addendum 1
7	12	6.1 ATM Management System:	ATM Management System: Bank will provide records related with ATM transactions to bidder for reconciliation.	Bidder requesting more details under this scope like expected outputs and related actions. Is bank looking for 4-way reconciliation to be done by MSP?	Refer to Addendum 1

8	13	6.1.6	Cash replenishment services for about 35+ Off-site ATMs/CRMs including complete physical Cash reconciliation with Finacle Balance, ATM Switch and EJ/JP log.	Bidder would like bank to confirm whether Cash Replenishment services is required for 35 sites or 100 sites as mentioned in the TCO table as there si contradiction and this involves high cost. Also bidder would like bank to provide the installbase for OFFSITE location as CRA feasible is required to be done based on the location. Bidder would also like to inform Bank that Cassette Swap is not recommended for Cash Recycler Machine. hence to keep it our of this scope.	Refer to Addendum 1
9	13	6.1.6	The Service provider will have complete responsibility of Cash reconciliation with Physical Cash for these offsite ATM/CRM account with Bank Finacle balance and switches counters available in ATM/CRM	Bidder would like to inform bank that Bank needs to provide access of Finacle system to bidder for validation and necessary training to be proved on the working of Finacle system.	Refer to Addendum 1
10	13	6.1.8	Vendor has to provide one ATM Supervisor at each zonal office and 1 ATM Supervisor at Head office.	Bidder would like to request bank to provide the complete Zonal and Head office address where they would like to have these resources.	Please refer Annexure L for Zonal office Address
11	14	6.1.16	Bank has been deploying offsite ATM at various locations including Malls, Airports, and Railways etc. Managed Services activities like housekeeping, cash replenishment, FLM & SLM should be carried out in consonance with guidelines/regulations issued by respective authorities from time to time to avoid any penalty/damages due to non- adherence.	We request bank to consider any guideline issued by any regulatory after Bid submission should be mutually agreed term and condition.	Refer to Addendum 1
12	14	ATM Management System	Successful bidder shall provide ATM Supervisor at each Zonal Office within a month to coordinate with Branches, Zonal office Central team and other service providers for immediate resolution of ATM/CRM issues. However, ATM Supervisor at Zonal offices will follow up and co-ordinate with branches. Bank is having 29 such Zonal offices at present.	Successful bidder to provide ATM supervisor to cluster (East / west / North / south)	Please adhere to the terms of RFP
13	14	ATM Management System	The Vendor has to provide 1 ATM Supervisor at our Head office and one ATM Supervisor at each zonal office for co-ordination and monitoring of ATM uptime. for the contract period of 5 years from the date of acceptance of order without any cost to Bank. The ATM Supervisor should be well versed with ATM technology and functionality.	The vendor to provide 1 ATM supervisor at HO and ATM supervisor to cluster (East / west / North / south)	Please adhere to the terms of RFP

14	14	6.1.12	The Service provider will have complete responsibility of Cash reconciliation with Physical Cash at offsite ATM/CRM account with Bank Finacle balance and switches counters available in ATM/CRM.	Bidder would like bank to confirm whether Cash Reconciliation in Need on OFFSITE Machine only or on all Machine ONSITE and OFFSITE as these point is in contradiction with point mentioned in 6.1	Refer to Addendum 1
15	14	6.1.13	Successful bidder shall provide ATM Supervisor at each Zonal Office within a month to coordinate with Branches, Zonal office Central team and other service providers for immediate resolution of ATM/CRM issues.	Bidder would like to inform bank that hiring a supervisor and getting them place within a Month is too short a notice request bank to change this to 3 month as the hiring and verification process take time alsowould request bank to share the address where these supervisor needs to be placed.	Refer to Addendum 1
16	14	6.1.15	The successful bidder will make temporary call centre for smooth migration of ATMs from existing MS Vendor with multiple no. of phone lines (minimum six no.) during migration process.	Bidder would like to inform bank that once contract is awarded the migration will start from the Bidder Managed services centre and a dedicated toll free will be provided to the bank. Providing 6 temporary dedicated line to the bank is not feasible.	Refer to Addendum 1
17	14	6.1.16	Bank has been deploying offsite ATM at various locations including Malls, Airports, and Railways etc. Managed Services activities like housekeeping, cash replenishment, FLM & SLM should be carried out in consonance with guidelines/regulations issued by respective authorities from time to time to avoid any penalty/damages due to non- adherence.	Bidder would like bank to confirm whether SLM is part of this arrangement. As all the machine are boght by the bank and bank is having separate SLM contract with the OEM hence bidder would like to know whether they have to get in an SLM contract with the OEM or whether they only have to do Vendor management such as callogging and followup for SLM calls with the OEM.	Refer to Addendum 1
18	15	6.1.22	Receiving the feed from the Bank's Tango Switch in secure mode (SSH). Minimum 4 Mbps bandwidth should be provided at Bank's DC and DR from vendor's DC and DR in primary and secondary mode.	The Bidder understand that the Bank wants this 4 Mbps link for the bidder to receive the Switch Feed from the Bank's switch, required by the bidder to monitor the ATMs.	Please adhere to the terms of RFP
19	15	6.1.23	Receiving Calls regarding problems from branch staff/Zones.	Bidder hereby request to avoid manual intervention for fault reporting as Bank is going to provide real time feeds from Swtich. Manual fault reporting need to be check with Switch team to avoid any misscommunication.	Please adhere to the terms of RFP
20	16	6.1.42	Software tool should generate calls for any violation of standard terminal security .	TSS solution as service for these ATMs? If any other TSS from OEMs, there would be clash.	refer to Addendum 1
21	16	6.1.39	In case, there is new security guidelines from RBI/ IBA/CCA / Local Police or other government/statuary agency for cash replenishment services, service provider has to follow the guidelines at their own cost.	We request bank to consider "Compliances as of date of bid submission". All future undefined speculative requirements, if feasible, on mutual terms, incl. commercials and timelines for implementation.	Refer to Addendum 1
22	16	6.1.46	Maintaining maximum uptime but not less than 98%.	We request bank to consider "96% for Metro-Urban and 94% for Semi Urban-Rural, after industry-standard exclusions".	Refer to Addendum 1

23	16	ATM Management System	The ATM uptime will be calculated on ATMs/CRMs availability to end user and payment will be linked with end user availability. ATMs/CRMs down due to Bank dependency reasons will not be calculated for the downtime penalties.	We request bank to consider bank dependency & force majeure cases	Refer to Addendum 1
24	18	6.2.24	In case of delay in resolving the incident the same shall be communicated to the Bank. Bidder shall provide software tool for automated call logging of down ATMs with detail of reason of going down of the ATM. The successful bidder should have and be able to provide to the Bank a Mobile App for the purpose of facilitating site survey and management through which reports/feedback on the survey and sites including status of UPS, ACs, etc. can be reported on mutually decided parameters and benchmarks; to enable various stakeholders to take corrective actions for any deficiency in ATM site.	We request bank to consider this clause as "Sites Housekeeping & R/M activity by 3rd-party vendor/s MSP can't force to extend their Mobile app to Bank officials".	Refer to Addendum 1
25	18	6.3.7	To maintain database of the age and health profile (at least from the date of takeover) of the ATMs and the critical equipment's at the ATM site viz AC, UPS, Batteries. Monitoring and reporting of site condition of ATM and other equipment related problems (like: Electrical problem, environmental conditions) to the representative branches through software tool. Bank will provide earthing in case, bidder feels it is not proper, bidder can make their own arrangement for earthing at their cost.	We as MSP will inform on real-time basis to bank for any such issue of earthing for rectification. This cannot be remotely monitored being MSP	Refer to Addendum 1
26	18	First Level Maintenance	Service to be available on 24 x 7 x 365 basis on all ATMs with Master keys or Unique keys.	Bidder will provide services as per MHA guidelines	Refer to Addendum 1

27	18	First Level Maintenance	To maintain database of the age and health profile (at least from the date of takeover) of the ATMs and the critical equipment's at the ATM site viz AC, UPS, Batteries. Monitoring and reporting of site condition of ATM and other equipment related problems (like: Electrical problem, environmental conditions) to the representative branches through software tool. Bank will provide earthing in case, bidder feels it is not proper, bidder can make their own arrangement for earthing at their cost.	As the assets and infra belong to the bank. We would request the bank to keep earthing under Bank's scope	Refer to Addendum 1
28	18	6.3.1	Service to be available on 24 x 7 x 365 basis on all ATMs with Master keys or Unique keys.	Bidder hereby requests the Bank to revise the service availability parameters, taking into consideration the current working environment as per MHA guidelines, as well as local authorities' travel restrictions, transport availability, and site access limitations.	Refer to Addendum 1
29	19	6.4.6	Providing new stationary in case of requirement within one months in case Bank changes design of the customer receipts. Such changes will accrue maximum once in a calendar year, or as and when the Bank desires.	MSP would generally keep 3 months inventory in stocks; in case of change in design, 3 months' notice required; else Bank to pay for unusable stock.	Refer to Addendum 1
30	19	6.5. Cash Optimization and Management	Bank may share cash limits for each ATM, and service provider should ensure that cash indent should not cross the limits.	We request bank to consider Geographical condition and may have to increase the cash value.	Please adhere to the terms of RFP
31	19	6.1.5	The Bidder must provide consumables on a timely basis. In the event of a delay in delivery of consumables to the branches, a penalty of INR 500 per day shall be charged until the delivery is completed	Request bank to revise the clause as "The Bidder must provide consumables on a timely basis. In the event of a delay in delivery of consumables to the branches, a penalty of INR 100 per day shall be charged until the delivery is completed"	Refer to Addendum 1
32	19	Consumables Replenishment & Management	The Bidder must maintain an extra stock of 20% of the required rolls at every site to ensure continuous availability. If any ATM or CRM is found to be non operational due to the unavailability of rolls, a penalty of INR 100 per hour shall be levied until the machine is restored to service.	We request bank to modify the clause and levy penalty for INR 50 per day.	Refer to Addendum 1
33	19	Consumables Replenishment & Management	The Bidder must provide consumables on a timely basis. In the event of a delay in delivery of consumables to the branches, a penalty of INR 500 per day shall be charged until the delivery is completed	We request bank to modify the clause and levy penalty for INR 100 per day.	Refer to Addendum 1

34	19	Consumables Replenishment & Management	Providing new stationary in case of requirement within one months in case Bank changes design of the customer receipts. Such changes will accrue maximum once in a calendar year, or as and when the Bank desires.	Since we keep the stock for 60 days in ATM or factory, bank to inform us 90 days in advance for the changes	Refer to Addendum 1
35	19	6.4.4	If any ATM or CRM is found to be non-operational due to the unavailability of rolls, a penalty of INR 100 per hour shall be levied until the machine is restored to service.	Bidder would like to inform bank that penalty per hour is not feasible and would like to inform bank that this clause is contracting clause nos 6.4.5 where per day penalty is mentioned hence bidder would like to request bank to delete this clause.	Refer to Addendum 1
36	19	6.4.5	In the event of a delay in delivery of consumables to the branches, a penalty of INR 500 per day shall be charged until the delivery is completed	Bidder would like to inform bank that there are dual penalty for same problem mentioned in 6.4.4 and in 6.4.5 hence request bank to delete the same.	Refer to Addendum 1
37	19	6.5.1	Bank may share cash limits for each ATM, and service provider should ensure that cash indent should not cross the limits.	Bidder would recommend not to put withdrawal limit as it dispense varies month by month and relying on previous month or one single month can impact on cash outs	Please adhere to the terms of RFP
38	20	Cash Efficiency Ratio (CER)	Cash Efficiency Ratio (CER) -- Bank expect that MS Vendor will have to maintain daily minimum CER level of at least 40% for the entire group of ATMs under the contract with the Bank.	We request bank to consider "MS Vendor will maintain daily minimum CER level 30%. Also CER need to be excluded Weekend and Holidays".	Please adhere to the terms of RFP
39	21	6.5.15.17	Bank will bear cost for additional one set of cassettes for ATMs, where cassettes swap method will be implemented; no other cost will be given by the Bank to implement cassettes swap method of cash loading.	We request bank to consider- providing the Cassette on breakage due to normal wear & tear.	Please adhere to the terms of RFP
40	21	6.5.15.2	<p>6.5.15.2 Cash Efficiency Ratio (CER)-The ratio of total cash withdrawn by the customer from ATM to the total cash available in the ATM. Total cash withdrawn by customer x100 (opening cash in the ATM at 00.00 hours+ Amount of cash replenished during the day</p> <p>The CER will be calculated at individual ATM level on daily, weekly and monthly basis. However, Vendor performance will be monitored on the basis of daily CER for entire group of ATMs under MS at the end of the month. Bank expect that MS Vendor will have to maintain daily minimum CER level of at least 40% for the entire group of ATMs under the contract with the Bank</p>	<p>Bidder would recommend FOS instead of CER</p> <ul style="list-style-type: none"> > The industry standard formula is Opening / dispense. > FOS & cash out are interconnected with each other, reduction in FOS may increase cash out instances, even nominal variation in dispensation may lead to cash out so bidder shouldn't be liable for excess/high/variation in dispensation. > Also relaxation needed for site where cash couldn't be able to load due to technical dependencies & also non-operational machines. > C3R 40% is not achievable as sites of CRA operations is complex in nature & performing daily cash loading is very challenging. This can be jointly discussed before beginning of every month. 	Please adhere to the terms of RFP

41	21	6.5.15.5	As such Currency chest / Nodal branch should not have any outstanding entry for more than 2 days excluding holidays & non-working days. Currency chest / Nodal branch branches to ensure reconciliation of suspense A/c for each MS Vendor every day before EOD to avoid any idle cash in the system.	Bidder would like to inform bank that Branches should validate the C3R reports shared by bidder for posting necessary entries In case of any correction same needs to be highlighted back to the bidder. No scope to follow-up with respective branches to check the entry status	Please adhere to the terms of RFP
42	22	6.6.9	Software to work in Linux and windows 11/10/ environments or any other versions.	Bidder would like to request bank to provide us the list of ATM its brand Model running under these software.	Refer to Addendum 1
43	23	6.7.1 6.7.3	6.7.1 The Online call logging facility and status of logged calls should be made available to Bank through web-portal. 6.7.3 Browser-based solution to enable branches to log incidents and track resolutions	As the Bank has specified that ATM monitoring will be carried out using real-time online switch feeds from the Tango Switch, the Bidder requests the Bank to provide clarity on the call-logging mechanism—specifically, the types of calls the Bank intends to log under this facility.	Please adhere to the terms of RFP
44	23	6.7.4	6.7.4 Round-the-clock remote support to field operatives and customers who want to contact for any ATM related reason.	Bidder hereby requests the removal of this process, as the Bidder will not have any direct access to the Bank's customer data. Consequently, resolving direct customer queries will not be feasible for the Bidder.	Refer to Addendum 1
45	24	6.8.7	Housekeeping at the offsite ATM sites : The housekeeping staff should be trained to clean the ATM site in a proper manner, the training can include how to clean the ATM machine with a dry cloth and not use a wet cloth near electronic instruments, appropriate use of room freshener, emptying the dustbin in a proper manner, picking up the brochures lying on the floor, ensuring the air conditioner is set at a defined temperature, cleaning of the Air vents of the air conditioner, cleaning the glass windows, not performing any activity during a customer's presence, ensuring the back door is sealed at all times, checking to see if the system is working or not and report to the authorities if any issue is observed, not allowing any unauthorized personnel to enter the back room etc.	Bidder would like to inform bank that Cleaning of the Air vents of the air conditioner does not fall under Housekeeping scope as this required skilled Ac technician & shall be chargeable activity. Cleaning of Ac Vents shall be Part of AC AMC for respective vendors.	Refer to Addendum 1

46	24	6.8	Housekeeping at the offsite ATM sites: Checking and fixing of door alignment, re-adjustment, greasing of roller shutters, Replacement of Sun films of the Glass portion, Half yearly pest control & anti-rodent measures, Replacement of Fuse lighting equipment's, Replacement of Broken Glass Pieces, Tiles, Fixing of minor or major cracks of plaster, wall and ceiling of the sites, Both preventive and remedial measures for corrosion of metal equipment's, walls etc., Complete maintenance of Look and feel of the ATM sites, PM of the entire site i.e. earthing, power supply, stabilizer / isolation transformer be installed in case of high and frequent power fluctuations etc.	Site repair and maintenance activities fall outside the scope of Managed Services. Accordingly, we request the Bank to delete the said clauses.	Refer to Addendum 1
47	25	6.9 Pulling Electronic Journal (EJ) from ATMs: -	EJ Pulling will be integral to the Managed Services. Charges for installing EJ agent software, wherever required, will be paid to the ATM Vendor and same will be deducted from the MS service monthly payment. Any visit by ATM engineer for EJ Agent reinstallation, reconfiguration etc., will be borne by the MS Vendor. MS Vendors are expected to upload 100% EJ (i.e. no missing transaction) within T+1 day from the transaction date.	Initial loading of EJ-SD agent not to be deducted from MSP. Initial loading of EJ agents should be chargeable on mutually agreed Also, for subsequent re-installation if NOT attributable to MSP (eg. Sw crash, defective PC core, etc.)	Refer to Addendum 1
48	25	6.8.8	Checking and fixing of door alignment, re-adjustment, greasing of roller shutters whenever required.	We request bank to remove this clause , this belongs to SRM	Refer to Addendum 1
49	25	6.8.10	Replacement of Sun films of the Glass portion whenever required by the Bank	We request bank to remove this clause , this belongs to SRM	Refer to Addendum 1
50	25	6.8.12	Replacement of Fuse lighting equipment's.	We request bank to remove this clause , this belongs to SRM	Refer to Addendum 1
51	25	6.8.13	Replacement of Broken Glass Pieces, Tiles, etc.	We request bank to remove this clause , this belongs to SRM	Refer to Addendum 1
52	25	6.8.14	Fixing of minor or major cracks of plaster, wall and ceiling of the sites.	We request bank to remove this clause , this belongs to SRM	Refer to Addendum 1
53	25	6.8.15	Both preventive and remedial measures for corrosion of metal equipment's, walls, etc	We request bank to remove this clause , this belongs to SRM	Refer to Addendum 1
54	25	6.8.16	Full / partial painting work if required.	We request bank to remove this clause , this belongs to SRM	Refer to Addendum 1
55	25	6.8.17	Complete maintenance of Look and feel of the ATM sites etc. etc.	We request bank to remove this clause , this belongs to SRM	Refer to Addendum 1

56	25	6.8.18	PM of the entire site i.e. earthing, power supply, stabilizer / isolation transformer be installed in case of high and frequent power fluctuations.	We request bank to remove this clause , this belongs to SRM	Refer to Addendum 1
57	25	6.9.2	Bank will levy a penalty of Rs.500/- per instance per day in case of non uploading of EJ within T+1 days from the date of transaction, and/or uploaded file not having 100% transactions and/or EJ disabled and EJ disconnected cases not resolved within T+2 days after logging a call with the ATM Vendor. Additionally, any claim for failed transaction which could not authenticated due to non-availability of EJ, disputed amount and advisory amount from regulator will be borne by the bidder.	Request bank to revise the clause as "Bank will levy a penalty of Rs.50/- per instance per day in case of non uploading of EJ within T+1 days from the date of transaction, and/or uploaded file not having 100% transactions and/or EJ disabled and EJ disconnected cases not resolved within T+2 days after logging a call with the ATM Vendor. Additionally, any claim for failed transaction which could not authenticated due to non-availability of EJ, disputed amount and advisory amount from regulator will be borne by the bidder."	Please adhere to the terms of RFP
58	25	Housekeeping at the offsite ATM sites	Deep cleaning of ATM site including Signage on monthly Basis.	MSP will share the quotation and bank will approve the cost	Please adhere to the terms of RFP
59	25	Housekeeping at the offsite ATM sites	Half yearly pest control & anti-rodent measures and the records of the same shall be maintained in a register.	MSP will share the quotation and bank will approve the cost	Refer to Addendum 1
60	25	Housekeeping at the offsite ATM sites	Replacement of Fuse lighting equipment's.	MSP will share the quotation and bank will approve the cost	Refer to Addendum 1
61	25	Housekeeping at the offsite ATM sites	Replacement of Broken Glass Pieces, Tiles, etc.	MSP will share the quotation and bank will approve the cost	Refer to Addendum 1
62	25	Housekeeping at the offsite ATM sites	Fixing of minor or major cracks of plaster, wall and ceiling of the sites.	MSP will share the quotation and bank will approve the cost	Refer to Addendum 1
63	25	Housekeeping at the offsite ATM sites	Both preventive and remedial measures for corrosion of metal equipment's, walls	MSP will share the quotation and bank will approve the cost	Refer to Addendum 1

64	25	Housekeeping at the offsite ATM sites	PM of the entire site i.e. earthing, power supply, stabilizer / isolation transformer be installed in case of high and frequent power fluctuations.	MSP will share the quotation and bank will approve the cost	Refer to Addendum 1
65	25	Pulling Electronic Journal (EJ) from ATMs	After Agent installation done by OEM. EJ disabled and EJ disconnected cases have to be resolved within T+2 days after logging a call with the ATM Vendor. However, payment to ATM Vendors for EJ disabled and EJ disconnected calls will be deducted from the managed services monthly payment. Penalty will be decided on case to case basis.	ATM vendor to analyse and share the reason for EJ disconnected. If there are no dependency of the MSP, penalty shouldn't be levied on MSP	Please adhere to the terms of RFP
66	25	Pulling Electronic Journal (EJ) from ATMs	Bank will levy a penalty of Rs.500/- per instance per day in case of non-uploading of EJ within T+1 days from the date of transaction, and/or uploaded file not having 100% transactions and/or EJ disabled and EJ disconnected cases not resolved within T+2 days after logging a call with the ATM Vendor. Additionally, any claim for failed transaction which could not authenticated due to non-availability of EJ, disputed amount and advisory amount from regulator will be borne by the bidder.	Bank to impose penalty post T+3 days and the applicable penalty will be INR 100 per instance	Please adhere to the terms of RFP
67	25	6.8.18	Housekeeping at the offsite ATM sites: PM of the entire site i.e. earthing, power supply, stabilizer / isolation transformer be installed in case of high and frequent power fluctuations.	Bidder would like to inform bank that All Issues observed during PM prior to takeover shall be informed to Bank so same can be rectified by Current vendor before taking over by the Bidder	Refer to Addendum 1
68	26	6.9.5	Since EJ Pulling is the sole responsibility of the MS Vendor, downloading of new / modified screens within a stipulated time is also the responsibility of MS Vendor. The Activity of loading of New screens should be completed within 2 days else a penalty of Rs. 500.00 per ATM per day will be levied.	We request bank -Please reduce to Rs.200/- per machine per day	Please adhere to the terms of RFP
69	26	6.9.5	Since EJ Pulling is the sole responsibility of the MS Vendor, downloading of new / modified screens within a stipulated time is also the responsibility of MS Vendor. The Activity of loading of New screens should be completed within 2 days else a penalty of Rs. 500.00 per ATM per day will be levied.	Request bank to revise the clause as "Since EJ Pulling is the sole responsibility of the MS Vendor, downloading of new / modified screens within a stipulated time is also the responsibility of MS Vendor. The Activity of loading of New screens should be completed within 2 days else a penalty of Rs. 50 per ATM per day will be levied"	Please adhere to the terms of RFP

70	26	Pulling Electronic Journal (EJ) from ATMs	Since EJ Pulling is the sole responsibility of the MS Vendor, downloading of new / modified screens within a stipulated time is also the responsibility of MS Vendor. The Activity of loading of New screens should be completed within 2 days else a penalty of Rs. 500.00 per ATM per day will be levied.	This depends on the screen size. Penalty beyond timeline to be INR 100 per day	Please adhere to the terms of RFP
71	28	6.11. Cash Replenishment Services:6.11.1	6.11.1 Service provider may subcontract the Cash Replenishment activities but remain fully responsible for all the activities of the Cash-in-Transit (CIT)/ Cash Replenishment Agencies (CRA). The Vendors shall provide the Bank with all details for the subcontractor and would seek approval from the Bank to allow the subcontractor to work for the Bank. Bidder should subcontract the activities for cash Replenishment Services to reputed Cash Replenishment Agencies (CRA), subject to CRA fulfilling following criteria	We request bank to consider Email communication to bank for engaging Sub-contracting	Please adhere to the terms of RFP
72	29	6.11. Cash Replenishment Services:6.11.11	Any shortage of cash on account of Cash Replenishment services whatsoever and for whatever reason shall be made good to the Bank within 15 days without RFP For ATM Managed Services and Cash Replenishment Services for Capex ATMs waiting for admissibility or settlement of the insurance claim. Bank shall have the right to recover such shortage from any of the payment to the Vendor. Any amount of such insurance claims received by the Bank shall be remitted to the ATM Managed services Vendor by the Bank after adjustment of outstanding dues if any.	We request bank - The Bidder cannot agree to set-off from the fee and any shortage of cash due to force majeure shall be excluded from the purview of this clause. We propose the below clause: Any shortage of cash on account of Cash Replenishment services at the fault of the bidder shall be made good to the Bank within 15 days and the Bank shall inform of such shortage to the Bidder immediately.	Refer to Addendum 1
73	29	6.11. Cash Replenishment Services:6.11.12	Vault Loss (es) and Transit Loss (es), if any, shall be made good by CRA to Bank within 15 (Fifteen) days of occurrence of such loss without waiting for admissibility or settlement of the insurance claim. If the CRA fails to make such payment with the said period of 15 days from date of occurrence/discovery whichever is earlier, then Bank reserves the right to recover the same by invoking the Bank guarantee.	We request bank -The vault loss and transit loss shall be borne by the bidder if such loss is solely attributable to the bidder and the Bank shall immediately inform the bidder for any such loss arising for the bidder to take liability in such events.	Please adhere to the terms of RFP

74	29	6.11. Cash Replenishment Services:6.11.13	In addition to the damages and remedies expressly set forth, CRA shall be liable to Bank, either directly or bypass-through claims of indemnity or contribution for claims of third parties, for any moneys, damages, relief, or remedies, irrespective of whether the claim arises in common law, tort, statute, or equity.	We request bank "The losses shall solely include direct losses. No indirect damages or losses shall be covered. Additionally, the damage caused to the Bank shall be limited to the contract value under this RFP.	Please adhere to the terms of RFP
75	29	6.11. Cash Replenishment Services:6.11.14	CRA shall allow Bank, its authorized representatives, RBI and other regulatory & statutory bodies to conduct vault audits at location where currency vaulting services is provided. Audits shall be conducted by Bank at its own cost during normal business hours. Bank representatives shall carry a letter authorizing them to conduct such audits along with their identity cards, any Bank official without the said authority letter and identity cards shall not be allowed by CRA to conduct audits	We request bank to provide an advance notice to the bidder prior to conducting such audit and the bidder shall have a right to restrict the Bank for such audit since the vault may carry cash from other parties and restricted due to confidentiality obligations with other parties. Additionally, the Bank shall follow the policies of the bidder while auditing with the consent of the bidder.	Please adhere to the terms of RFP
76	30	6.11.18.5	During the course of contract, if any particular denomination is to be included as per guidelines issued by the GOI / RBI / Bank etc. and it is needed that the ATM should be configured to continue dispensing the other new denomination, than it is mandatory that the CRA should arrange to configure the Cassettes as specified by the GOI / RBI / Bank etc.	We request bank - the cassettes configurations done by machine OEMs, under Bank's direct AMC contracts. CRA has no contractual arrangement with machine OEMs & can't enforce this. Bank to ensure under its own AMC contracts. Please modify.	Refer to Addendum 1
77	30	6.11.16	Bidder has to ensure proper cash loading as per cash indent. If any diversion of cash happens without proper justification, Rs 10,000/- per ATM per Instance will be levied.	The Penalty for instance is very huge , We request bank to consider cap penalty of 1000/- in any such scenario.	Refer to Addendum 1
78	30	6.11.18	ATM Managed Services Vendor will provide Cash loading requirements on daily basis to CRA and branches providing cash through mail and hard copies	We request bank to remove Hard Copy submission of Indent. The branch can take printout.	Please adhere to the terms of RFP
79	30	6.11.18	Bank will provide cash for Two and half days excluding holidays requirement including cash available in ATM.	We request bank to consider CER range of 20~25% in this scenario.	Please adhere to the terms of RFP
80	30	6.11.16	Bidder has to ensure proper cash loading as per cash indent. If any diversion of cash happens without proper justification, Rs 10,000/- per ATM per Instance will be levied.	Request bank to revise the clause as "Bidder has to ensure proper cash loading as per cash indent. If any diversion of cash happens without proper justification, Rs 1000/- per ATM per Instance will be levied".	Refer to Addendum 1

81	30	Cash Replenishment Services	Bidder has to ensure proper cash loading as per cash indent. If any diversion of cash happens without proper justification, Rs 10,000/- per ATM per Instance will be levied.	We would request the bank to revise the penalty to INR 1000/-	Refer to Addendum 1
82	30	Cash Replenishment Services	During the course of contract, if any particular denomination is to be included as per guidelines issued by the GOI / RBI / Bank etc. and it is needed that the ATM should be configured to continue dispensing the other new denomination, than it is mandatory that the CRA should arrange to configure the Cassettes as specified by the GOI / RBI / Bank etc.	The cassette configuration is done by OEM and CRA is not equipped to change the cassette configuration.	Refer to Addendum 1
83	30	6.11.18.4	Use only ATM fit currency in ATMs and do Cash sorting, if required.	Bidder would like to inform bank that the Currency provided by Bank will be deposited in the machine. Bank should not held bidder responsible for soiled currency as the same is provided to the bidder by bank currency chest.	Please adhere to the terms of RFP
84	30	6.11.18.6	CRA shall ensure replenishment of small denomination currency notes specifically, Rs 100/ or Rs 200/- in all ATMs or as decided by the Bank	Bidder would like to infom bank that Cash loading will be done as per cash availability in Branch/Currency Chest and bidder should not be held responsible for the low denomination not provided by bank branches and chest for loading.	Refer to Addendum 1
85	30	6.11.16	Bidder has to ensure proper cash loading as per cash indent. If any diversion of cash happens without proper justification, Rs 10,000/- per ATM per Instance will be levied.	In the event of any cash diversion at any ATM/CRM, the same will be formally informed to the Bank on the same day. In view of this, we request the Bank to delete the penalty of Rs10,000/- associated with such instances.	Please adhere to the terms of RFP
86	30	6.11.18.9	CRA will make additional replenishments, as per Bank's requirements. Such additional replenishments per ATM per month will be rendered free of charges. Wherever possible (especially at Metro and big cities where Bank has more than 15 ATM/CRMS) CRA will provide exclusive van for cash related activities for the Bank.	We would like to submit that alternate day cash replenishment has been an established industry practice in the country for several years. In this regard, we request the Bank to share ATM-wise cash dispense patterns along with the pre-bid response, which will help in accurate planning and efficient operations. Further, we request the Bank to delete the clause pertaining to exclusive cash van deployment, as the same is not operationally and commercially viable for any bidders.	Refer to Addendum 1
87	30	6.11.17	The basic scope of work for Cash Replenishment agency (CRA) will be replenishment of cash at the selected ATMs of the Bank anywhere in India, as per Bank's requirements. The replenishment will be on "Cassette Swap" basis. The scope of work includes coordinating and rendering some other services, as under:	Cassette swap will be implemented in accordance with IBA guidelines and subject to the availability of CRA vaults at the respective locations.	Refer to Addendum 1

88	31	6.11.18.13	Whenever there is SLM call, the CRA will send their representative also to the ATM(s) to enable the SLM engineer to work and to assist SLM engineer, at no extra cost.	We request bank to modify the clause as MSP representative is not required in all case as Only for SLM calls requiring access to bottom-hatch/safe. Modify Clause - Whenever there is SLM Bottom-hatch or Safe open call, the CRA will send their representative also to the ATM(s) to enable the SLM engineer to work and to assist SLM engineer, at no extra cost.	Please adhere to the terms of RFP
89	31	6.11.18.9	Wherever possible (especially at Metro and big cities where bank has more than 15 ATM/CRMS) CRA will provide exclusive van for cash related activities for the Bank.	We request bank to consider availability of cash van & geographical site	Please adhere to the terms of RFP
90	31	6.11.18.10	CRA will load the cash at the respective ATMs on the same day and shall furnish the required reports, in soft copy as well as hard copy to the designated officials as per Bank's requirements.	We request bank to consider to "submission of Soft copy next day and Hard copy next working days at the time of cash withdrawal".	Please adhere to the terms of RFP
91	31	6.11.18.11	Bidder has to ensure proper cash loading as per cash indent. If any diversion of cash happens without proper justification, Rs 10,000/- per ATM per Instance will be levied.	We request bank to consider 1000/- penalty in such scenario.	Refer to Addendum 1
92	31	6.11.18.18	CRA will ensure that optimum amount of cash to be loaded in ATMs to avoid cash outs and dead cash.	We request bank to consider "Bank also need to ensure to issue cash as per indent to avoid any cash out seniors".	Please adhere to the terms of RFP
93	32	6.11.18.20	Loading and un-loading of cash in the ATM by cassette swap method or add cash method, whichever the Bank decides	We request bank to consider Cassette Swapping only at Vaulting location & RBI mandate city.	Refer to Addendum 1
94	32		ATM EOD must be done at the time of cash loading or alternative days basis. There should be minimum of 12-15 cash replenishments/EOD in a month. The Bidders should furnish the details of the replenishments made during the month along with the bills for payment Resets and resolution of CIT caused errors.	We request bank to consider exception based on holidays, geographical condition of ATMs etc and minimum cash replenishment/EOD activity should be 10-12 activity per month.	Please adhere to the terms of RFP
95	32	6.12. Factor of Safety (FoS):	The FOS is envisaged to be maintained at the prescribed level at 2 times (i.e. cash to be present always in ATM to the extent of double of the withdrawal) for "Normal Days" and at 2.5 times for "Holidays".	We request bank to consider "3 times for weekdays and 4 times during weekend /holidays. Requesting to remove cap in case of 3+ holidays and Festive period.	Please adhere to the terms of RFP

96	32	6.13. Bank Guarantee for Cash Services:	<p>The Service Provider/CRA shall submit to the Head Office, a Bank Guarantee for the term of 60 months (5 years, being the term of the contract) Rs. 1,00,000/- per ATM, in the specified format as per Annexure AJ, for all the ATMs, for securing the obligations in respect of cash loss in the number of ATMs allotted in each ZOs within 30 days from the date of issuance of Purchase Order. In case the contract period is extended, the CRA would have to furnish a fresh Bank Guarantee or extend the existing Bank Guarantees for the extended period of the contract. For any further addition of ATMs allotted to the CRA during the currency of the agreement, additional Bank Guarantee, on the same terms and conditions for added number of ATMs, shall have to be provided by the CRA to the CO. In the event of failure on the part of the CRA to pay for cash losses, the Bank shall be entitled to invoke the Bank Guarantee(s).</p>	<p>We request bank either to clarify the percentage of CASH BG formulazied in his clause. AS 1 Lakhs per ATM is very huge and needs to keep at 35,000 per ATM</p>	<p>Please adhere to the terms of RFP</p>
97	32	Bank Guarantee for Cash Services	<p>The Service Provider/CRA shall submit to the Head Office, a Bank Guarantee for the term of 60 months (5 years, being the term of the contract) Rs. 1,00,000/- per ATM, in the specified format as per Annexure AJ, for all the ATMs, for securing the obligations in respect of cash loss in the number of ATMs allotted in each ZOs within 30 days from the date of issuance of Purchase Order. In case the contract period is extended, the CRA would have to furnish a fresh Bank Guarantee or extend the existing Bank Guarantees for the extended period of the contract. For any further addition of ATMs allotted to the CRA during the currency of the agreement, additional Bank Guarantee, on the same terms and conditions for added number of ATMs, shall have to be provided by the CRA to the CO. In the event of failure on the part of the CRA to pay for cash losses, the Bank shall be entitled to invoke the Bank Guarantee(s).</p>	<p>As understand this is to be provided only for the sites where cash replenishment is under bidder scope. Bank to consider the BG of INR 25000 per ATM</p>	<p>Please adhere to the terms of RFP</p>

98	32	6.13.	<p>Bank Guarantee for Cash Services: The Service Provider/CRA shall submit to the Head Office, a Bank Guarantee for the term of 60 months (5 years, being the term of the contract) Rs. 1,00,000/- per ATM, in the specified format as per Annexure AJ, for all the ATMs, for securing the obligations in respect of cash loss in the number of ATMs allotted in each ZOs within 30 days from the date of issuance of Purchase Order. In case the contract period is extended, the CRA would have to furnish a fresh Bank Guarantee or extend the existing Bank Guarantees for the extended period of the contract. For any further addition of ATMs allotted to the CRA during the currency of the agreement, additional Bank Guarantee, on the same terms and conditions for added number of ATMs, shall have to be provided by the CRA to the CO. In the event of failure on the part of the CRA to pay for cash losses, the Bank shall be entitled to invoke the Bank Guarantee(s).</p>	<p>We would like to request the Bank to kindly reduce the Cash Bank Guarantee from Rs 1,00,000/- to Rs 10,000/- per ATM, as this is in line with approvals by the Ministry of Finance, Government of India. Further, we request the Bank to accept all approved financial instruments as permitted by the Government of India, such as Bank Guarantee (BG), Insurance Surety Bonds, and other equivalent instruments.</p>	Please adhere to the terms of RFP
99	33	6.14. ATM End to End Cash Reconciliations:	<p>ATM Managed Services provider will also be responsible for the Physical Cash reconciliations and verification at each ATM/CRM where Cash Replenishment is outsourced. The Service provider will have the complete responsibility of Cash reconciliation with Cash at ATM account with Bank and Physical Cash at ATM. For More clarification, if Bank is handing over Rs. 10.00 lacs to CRA for cash replenishment, Vendor will be fully responsible for Rs. 10.00 lacs and physical cash available in ATM and Balance with Bank's Finacle account should be reconciled and tallied. Vendor has to check & verify all the cash loading transactions in Finacle account & suspect transactions in ATM on daily basis and resolve, as per the prevailing guidelines. Bank will provide the Finacle account details to service provide to facilitate and pass the required entries in Finacle Accounts if any.</p>	<p>We request bank to provide more clarity on all input file ,format & source given by Bank ,</p>	Please adhere to the terms of RFP

100	33	6.14. ATM End to End Cash Reconciliations: 6.14.2	Service provider need to submit the ATM wise report after loading the cash on daily basis as per the Annexure-G. The report can be provided through the Web Portal provided for the MS services. In case of any data is required for generating the report, Bank will provide the same on daily basis through mail and FTP.	We request bank to consider if any change required in Annexure G and submission of such report through email soft copy.	Please adhere to the terms of RFP
101	33	6.14. ATM End to End Cash Reconciliations: 6.14.14	Bank will provide all required files from ATM Switch and Finacle system to MS Vendor. MS Vendor should match transaction wise Switch data with Finacle and Electronic Journal and provide ATM wise daily report for matched and unmatched transactions. The MS Vendor should also provide the ATM wise closing Cash Balance as per the Switch and Finacle data. In case of any mismatch in physical Cash loading in ATM by CRA and Finacle account entries by Bank staff, the same be brought in the knowledge of the Bank and support staff deputed at ATM Cell, Central Office/Zonal Office will provide such details within three days of such mismatch.	We bidder is responsible only for CRA manage site for Recon.	Refer to Addendum 1
102	33	6.14.1	ATM End to End Cash Reconciliations: ATM Managed Services provider will also be responsible for the Physical Cash reconciliations and verification at each ATM/CRM where Cash Replenishment is outsourced. The Service provider will have the complete responsibility of Cash reconciliation with Cash at ATM account with Bank and Physical Cash at ATM. For More clarification, if Bank is handing over Rs. 10.00 lacs to CRA for cash replenishment, Vendor will be fully responsible for Rs. 10.00 lacs and physical cash available in ATM and Balance with Bank's Finacle account should be reconciled and tallied. Vendor has to check & verify all the cash loading transactions in Finacle account & suspect transactions in ATM on daily basis and resolve, as per the prevailing guidelines. Bank will provide the Finacle account details to service provide to facilitate and pass the required entries in Finacle Accounts if any.	ATM/CRM systems are directly connected through the Switch and not with any Core Banking Software or system. In view of this we request the Bank to kindly review and modify the clause accordingly.	Please adhere to the terms of RFP
103	34	6.15. MIS:	MIS	All reports shall be furnish on T+1 days by 4:00pm.	Refer to Addendum 1

104	34	6.14. ATM End to End Cash Reconciliations: 6.14.8	Service providers must proactively inform the credit adjustments for all unsuccessful transactions on T+2 days. Bank will recover chargeback acceptance charges @ Rs.25/- + GST for all chargeback claims accepted for the ATMs outsourced for cash replenishment.	We request bank to consider "For overage not shown cases as per the genuine customer claims will accept the claim. Based on the proactive claims we can't accept any penalty. The TAT to settle the customer claims should be T+5	Refer to Addendum 1
105	34	ATM End to End Cash Reconciliations	One dedicated support staff member shall be provided at the Bank's Head Office and each Zonal Office (ZO) to coordinate and monitor ATM Managed Services and cash reconciliation at no additional cost to the Bank. These deputed officials shall be responsible for the cash reconciliation of all ATMs/CRMs in accordance with the Bank's requirements. They must be available at the Head Office/ZOs on all working days to assist the operations team.	Dedicated support staff at HO and additional support staff in the cluster of East, West, North & south	Please adhere to the terms of RFP
106	34	Support Staff at Central Office and Zonal offices of the Bank	The Vendor should also provide support staff at Zonal offices to co-ordinate for monitoring of all ATMs/CRMs uptime from 10.00 A.M. to 6 P.M. for the contract period from the date of order. Presently there are 29 Zonal offices and in case, Bank opens new Zonal office, Vendor should provide the support staff at new office also as per the price discovered in RFP. The support staff should be Graduate and well versed with ATM technology	Support staff to be deployed a cluster of East, West, North & south - 4 resources	Please adhere to the terms of RFP
107	34	6.14.8	ATM End to End Cash Reconciliations: Service providers must proactively inform the credit adjustments for all unsuccessful transactions on T+2 days. Bank will recover chargeback acceptance charges @ Rs.25/- + GST for all chargeback claims accepted for the ATMs outsourced for cash replenishment.	Bidder would like to inform bank that NPCI TAT is 5 days hence MSP requesting settlement TAT should be 4.5 days instead of T+2 days	Refer to Addendum 1
108	34	6.14.7	One dedicated support staff member shall be provided at the Bank's Head Office and each Zonal Office (ZO) to coordinate and monitor ATM Managed Services and cash reconciliation at no additional cost to the Bank	Bidder would like to inform bank that since all the managed service activity is been done from the bidder headquarters having these support staff is just duplication of work as major all the work is been done by the dedicated people sitting in Bidder HO. Hence bidder is requesting bank to remove this clause.	Please adhere to the terms of RFP

109	34	6.14.9	In case of any cash shortage between Finacle account balance and physical cash available in ATM is observed, the shortage will be recovered from the monthly payments to the service provider and adjusted in ATM account.	We request Bank that no payment to be deducted from the service provider without assigning a valid reason. Further, all such deductions should be mutually discussed and agreed upon by both parties to avoid any discrepancies in financial reconciliation.	Refer to Addendum 1
110	35	6.16. Support Staff at Central Office and Zonal offices of the Bank: - 6.16.2	6	Resource Count is not itemized in Indicative Bid - We request bank to modify the Indicative Bid and add the item - Resources at 29 Zos	Refer to Addendum 1
111	35	6.16. Support Staff at Central Office and Zonal offices of the Bank: - 6.16.5	6.16.5 Service provider should arrange substitute in advance, in case of the resignation of the support staff. A penalty of Rs.4000.00 per week will be levied and amount will be deducted from the monthly payments to the service provider.	We request bank to remove the penalty in such scenario or cap it to 500 rupees per week	Please adhere to the terms of RFP
112	35	6.16. Support Staff at Central Office and Zonal offices of the Bank: - 6.16.6.4	6.16.6.4 Ensure FLM should report to the ATM site within prescribed time and take the feedback from FLM.	We request bank to exempt FLM during the night hours - 9 PM to 5AM	Refer to Addendum 1

113	35	6.16. Support Staff at Central Office and Zonal offices of the Bank 6.16.5	A penalty of Rs.4000.00 per week will be levied and amount will be deducted from the monthly payments to the service provider.	This appears to be ambiguous. In the event of an advance intimation of resignation of such Zonal officer and inability of Service Provider to replace such Zonal officer, penalty may be imposed subject to adherence to limit on liability and reconciliation process.	Please adhere to the terms of RFP
114	37	6.17. Monitoring Tool and MIS service 6.17.1.	The Bidder will be responsible for Online and real time monitoring of ATMs to ensure desired 98% for Metro and Urban areas and 97% for Semi-Urban and Rural areas. Bidder should provide remote monitoring tool at Bank's site or site specified by the Bank for observing the health and status of all the ATMs outsourced/deployed by the Bidder.	We request bank to consider "96% for Metro-Urban and 94% for Semi Urban-Rural, after industry-standard exclusions". Penalty cap breach and be subject to mutual review; SLA for monitoring tool itself is extremely high and difficult to guarantee in low-bandwidth areas. 94-93% can be met	Please adhere to the terms of RFP
115	37	Monitoring Tool and MIS service	The Bidder will be responsible for Online and real time monitoring of ATMs to ensure desired 98% for Metro and Urban areas and 97% for Semi-Urban and Rural areas. Bidder should provide remote monitoring tool at Bank's site or site specified by the Bank for observing the health and status of all the ATMs outsourced/deployed by the Bidder. The services include the following	The uptime will be inclusive of exclusion and dependencies and termed as SLA penalty	Please adhere to the terms of RFP
116	37	6.17	Monitoring Tool and MIS service	Bidder would like to inform Bank that the scope of Monitoring solution is too vast and not to be clubbed with the MS RFP request bank to keep the monitoring solution out of the RFP and to remove another RFP for Monitoring tool.	Please adhere to the terms of RFP
117	37	6.17.1.12	Customizations of the ATM switch software and ATM software to handle biometric/OTP/QR code-based transactions on ATM.	We request the Bank to confirm our understanding that the Bidder's scope will be limited to the changes on the ATMs	Refer to Addendum 1
118	38	6.17.1.12.2.	If any new customization at Banks switch for the model supplied by the Bidder, Bidder has to bear the cost of customization.	Requesting the Bank share the more clarification on which Model referred for the same as this is RFP for selection of vendor for ATM Managed Services for all ATMs (Onsite and Offsite) and Cash Replenishment Services for Offsite ATMs	Refer to Addendum 1
119	38	6.17.1.12.5.	Remote Distribution and Switch Integration: The Bidder is responsible for integrating the portal with the Bank's switch to facilitate remotely software Downloads(ATM Download).	Bidder Will able to integrate with the Bank existing switch any changes needs customization and efforts need to be discussed mutually	Please adhere to the terms of RFP

120	39	6.18	All patches updates, related firmware updates and patch management implementation, Vulnerability Assessment /Penetration testing observation closure to be taken care by the bidder and confirm the same to the Bank after implementation within in reasonable time at no additional cost	Bank to clarify what sort of patch updates, related firmware updates and patch management implementation, Vulnerability Assessment /Penetration testing observation closure to be taken care by the bidder	Refer to Addendum 1
121	39	6.19	Use of One Time Combination (OTC) locks for CRA and self-loading ATMs	Bidder would like to request bank to provide the entire List of ATM/CRM along with its OEM make, Model and the make of lock that it has.	Refer to Addendum 1
122	40	6.20.1	The Vendor should ensure that all statutory, regulatory and all other guidelines are complied with respect to ATMs security and the cash in transit and held in vaulting and loaded in ATM /CD.	Clause to be modified and read as under: The Vendor should ensure that all applicable statutory, regulatory and all other guidelines are complied with respect to ATMs security and the cash in transit and held in vaulting and loaded in ATM /CD.	Please adhere to the terms of RFP
123	41	6.20. Compliance of Statutory and other responsibility 6.20.3	Any penalty charged to the Bank for non-compliance with any guideline or for non-obtainment of required permissions, licenses by the Vendor will be reimbursed by the Vendor to the Bank.	We suggest to add the following : Any penalty charged to the Bank for non-compliance with any guideline or for non-obtainment of required permissions, licenses by the Vendor will be reimbursed by the Vendor to the Bank only to the extent of the scope of services.	Refer to Addendum 1
124	41	6.20. Compliance of Statutory and other responsibility 6.20.6	The Bank, the Reserve Bank of India (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 RFP as well as the Agreement 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 suggest to add the following : The Bank, the Reserve Bank of India (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 RFP as well as the Agreement 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 subject to a prior written intimation of not less than 3 working days provided to the Service Provider.	Refer to Addendum 1

125	42	6.11. Cash Replenishment Services:6.20.10	Only those bidders would be considered who provide services in compliance of all criteria provided by the RBI/MHA. Bidder has to comply with the advisory/guidelines issued by RBI/IBA/GOI as on date of go live and any further modifications and new advisories issued during the contract period will be mutually discussed and implemented at agreed terms.	We request the bank that the requirement of compliance for Private Security Act should not be imposed on this bidder, as Bidder will be rendering the services through out sourced CRA and CIT, who would be compliant under the Private Security Act.	Please adhere to the terms of RFP
126	42	6.11. Cash Replenishment Services:6.20.12	Criteria for selection of CRA/CIT - The bidders and their sub-contractors, if any, shall have to meticulously adhere to the Standards relating to Cash Management activities issued by the Regulator and GOI from time-to-time. Latest instructions on this subject issued by RBI vide their letter No. RBI/2017-18/152 DCM(Pig) No. 3563/10.25.07/2017- 18 dated April 06, 2018 and Gazette Notification issued by Ministry of Home Affairs, New Delhi on 8th Aug. 2018.	We request bank that the Bidder to ensure that the Contractor are in compliance with the requirement of Acts.	Please adhere to the terms of RFP
127	43	6.24	The successful Bidder should follow the Accessibility Standards and Guidelines for Banking Sector (applicable to ATM) of DFS, Government of India and any other Regulator issued from time to time without any cost to the Bank.	We request bank - These guidelines apply to ATMs/CRMs and the sites (such provision of ramp). ATMs/CRMs are NOT deployed by MSP, nor sites prepared by MSP. Bank has to ensure these compliances; MSP can't be responsible. Please remove/drop.	Refer to Addendum 1
128	43	Section III- EXECUTION OF WORK Clause 7. Utilization of Know-how and Personnel for Competitors:	The Bank prohibits the Bidders from using any information or know-how gained in the rendering services and performance of obligations under the contract or participation in this RFP for another organization whose business activities are similar in part or in whole to those undertaken by Banks anywhere in the world without prior written consent of the Bank for a period of five years from the expiry date of the contract.	We propose that this clause may be made mutual. Accordingly, we propose the following changes in red font: The Bank prohibits the Bidders Either Party shall refrain from using any information or know-how gained in the rendering services and performance of obligations under the contract or participation in this RFP for another competitor of either Party organization whose business activities are similar in part or in whole to those undertaken by Banks anywhere in the world without prior written consent of the other Party Bank for a period of five three years from the expiry date of the contract.	Please adhere to the terms of RFP

129	43	Section III- EXECUTION OF WORK Clause 9.1 Compliance with Statutory and Regulatory Provisions	Bank requires that the Bidders provide professional, objective, and impartial advice and at all times hold Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.	We cannot agree for the deleted averment as highlighted in red font: Bank requires that the Bidders provide professional, objective, and impartial advice and at all times hold Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.	Refer to Addendum 1
130	45	Section III- EXECUTION OF WORK Clause 14.5 Procedure for FLM takeover:	The maximum cap on the penalty shall be 5% of the TCO for uptime and downtime of the ATM. However, any liability to the Bank arising out of disputes in not coming under this capping will be recovered from MS Vendor on actual.	We propose the following changes marked in red font: The maximum cap on the penalty shall be latest invoices raised by the Service Provider for the preceding 12 months 5% of the TCO for uptime and downtime of the ATM. However, any liability to the Bank arising out of disputes in not coming under this capping will be recovered from MS Vendor on actual. However, Liability of Vendor will be limited to the scope of services provided by Vendor. Vendor will assume no liability for any loss (either direct or indirect) that may be caused to you, due to factors that are beyond its reasonable control. While Vendor shall take all efforts to ensure that there are no downtimes, please note that the services are provided by Vendor on a best effort basis, and you may experience downtimes due to technical factors beyond control of Vendor. Vendor will not be responsible for any unfortunate incident that is beyond its scope of service and control, during downtime.	Refer to Addendum 1
131	45	9.Compliance with Statutory and Regulatory Provisions	9.1. It shall be the sole responsibility of the Vendor to comply with all statutory /RBI and any other statutory/ regulatory provisions and deliver the goods and services in the latest version and features in practice among Banks / financial institutions during the entire contract period of 5 years and for any extended period. 9.2. The Bidder shall from time to time inform the Bank about industry best practices, security bulletins, updates, and advisories etc. that needs to be adopted by the Bank through the Vendor to strengthen the existing ATM infrastructure without any additional cost to the Bank.	Bidder proposes that the clause be modified as follows: 9.1. It shall be the sole responsibility of the Vendor to comply with all statutory /RBI and any other statutory/ regulatory provisions as may be relevant to the and deliver the goods and services in the latest version and features in practice among Banks / financial institutions during the entire contract period of 5 years and for any extended period. 9.2. The Bidder shall from time to time inform the Bank about industry best practices, security bulletins, updates, and advisories etc. that needs to be adopted by the Bank through the Vendor to strengthen the existing ATM infrastructure without any additional cost to the Bank.	Please adhere to the terms of RFP

132	46	16. ATM Downtime Calculation: 16.1	<p>Punjab & Sind Bank is committed to provide world-class services at its ATM network with high 24x7x365 availability to customers. The MS Vendor is, therefore, expected to keep the downtime for ATMs to a minimum level of less than 2% ATMs located at Metro and urban locations and less than 3% for rural and Semi Urban locations. The "ATM downtime" means ATM not available to the user for whatever reason.</p> $\frac{25 \times 100}{30 \times 24} = 3.47\%$	We request bank to add the exclusions - ATM downtime has many reasons those are not directly attributable to the bidder	Please adhere to the terms of RFP
133	46	16.1	<p>Punjab & Sind Bank is committed to provide world-class services at its ATM network with high 24x7x365 availability to customers. The MS Vendor is, therefore, expected to keep the downtime for ATMs to a minimum level of less than 2% ATMs located at Metro and urban locations and less than 3% for rural and Semi Urban locations. The "ATM downtime" means ATM not available to the user for whatever reason.</p>	Requesting Bank to modify percentage of downtime. "Punjab & Sind Bank is committed to provide world-class services at its ATM network with high 24x7x365 availability to customers. The MS Vendor is, therefore, expected to keep the downtime for ATMs to a minimum level of less than 4% ATMs located at Metro and urban locations and less than 5% for rural and Semi Urban locations. The "ATM downtime" means ATM not available to the user for whatever reason.	Please adhere to the terms of RFP
134	46	15.1.	<p>15.1. The Vendor should ensure improvement in uptime and availability of ATMs and in analyzing the performance of the ATM network and suggest ways to improve uptime and availability. Vendor shall provide prompt first line maintenance, in response to oral, including telephonic notice by the Bank through its own / outsourced Vendor service personnel wherever the Equipment is installed, and the service shall be made available within the time frame as under:</p> <p>i. Rectification of FLM related errors within 4 hours Metro and Urban Centres and 6 hours at Semi Urban and Rural Centres.</p>	<p>Bidder here by Request to Consider below TAT & Restrictions Timing for FLM Attendance - Considering Current Traffic & Travelling Situations which varies as per Locations.</p> <p>Metro & Urban ATMs - 6 hrs Semi-Urban & Rural ATMs - 8 hrs (In case distance is more than 60 kms then such ATMs TAT need to be revised by 2 hrs for every 20 kms)</p> <p>Travel Restrictions As per MHA Need to be applied as below :</p> <p>(a) after 9 PM in urban areas; (b) after 6 PM in rural areas (c) before 9 AM or after 4 PM in the districts notified by the Central Government as Left Wing Extremism (LWE) affected areas</p> <p>For Cassette Swap Sites - FLM & SLM Will be attended alongwith Cash Loading activity Also MHA Restrictions timings need to be considered for FLM attendance.</p>	Refer to Addendum 1

135	46	17	Penalties : The penalty which may be imposed on the Vendor by the Bank for is capped at maximum 10 % of Total Cost of Ownership (TCO) beyond which Bank may terminate the Contract, as per Bank's discretion and penalty will be deducted on monthly invoice amount.	Request Bank to cap the overall penalty 5%.	Please adhere to the terms of RFP
136	47	17. Penalties 17.2	In case of any shortage of physical cash by theft, Fraud, pilferage, etc., if any, in the ATM/CRM the bidder will deposit the shortage amount through Bankers' cheque/NEFT within three working days. In case shortage amount is not deposited within three days, Bank will recover the amount in next invoice and will impose penalty of Rs.50,000/-per incident.	We request bank to consider "No penalty in case any Physical shortage doesn't proof CRA involvement". Or Modify the clause to " Reimbursement will be done post agreement and by 10days with all interbal approvals. subject to joint verification; reasonable timeline extension and review of penalty amount requested.Recovery be done post mutual agreement/validation, with prior notice to bidder.	Refer to Addendum 1
137	47	17. Penalties 17.4	C3R Report along with Switch and Machine Counter must be submitted on T+1 basis to Bank Nodal branches and Central Recon Team. Further, the Vendor has to follow Bank Guidelines in this regard from Time to Time. if Vendor failed to submit C3R report to Bank, a penalty of Rs. 5000/- per day per site will be levied.	We request bank to consider T+3 day of submission of report and Penalty capping of 100/- .Requested reasonable timeline/grace period; Exclusions for system issues and bank dependencies	Please adhere to the terms of RFP
138	47	17. Penalties 17.1	The penalty which may be imposed on the Vendor by the Bank for is capped at maximum 10 % of Total Cost of Ownership (TCO) beyond which Bank may terminate the Contract, as per Bank's discretion and penalty will be deducted on monthly invoice amount.	10% TCO penalty cap is high; combined with other clauses it can reach cap quickly Hence Not acceptable. In addition termination of contract is added here which is not acceptable. Hence we request bank to cap the penalty to 5% and also remove the line termination of contract.	Please adhere to the terms of RFP
139	47	17. Penalties 17.3	In case of delay in attending FLM call and call is pending for more than (4 hours for Metro & Urban and 6 hours for semi urban & Rural) 4-6 hours in any extreme case, a penalty of Rs.100.00 per Hour per ATM will be levied.	Required downtime exclusions (force majeure, Bank network failure, switch downtime, power outage) are considered in uptime calculation.	Please adhere to the terms of RFP
140	47	17. Penalties 17.5	Bank will provide sitting space at each ZO.The PC/ Laptop will be provided by the Vendor. If Vendor will not provide the staff at any RO within two weeks from the date of acceptance of the order and information by Bank at new ZO, a penalty of Rs. 4000.00 per week will be levied.	Requested reasonable timeline for deployment and applicability of penalty only after mutually agreed onboarding schedule	Refer to Addendum 1

141	47	17. Penalties 17.6	If the Vendor fails in providing the proper Managed Services, including Primary and DR sites, as per the terms and requirements specified in this RFP, Bank will charge penalty up to 10 % of the TCO depending upon the deficiency in services. However, any liability to the Bank arising out of disputes is not coming under this capping; it will be recovered from M S Vendor on actual.	WE request bank to delet this clause	Refer to Addendum 1
142	47	17. Penalties 17.7	In case of any ATM is out of paper (JP or RP) for more than 24 hours in any extreme case, a penalty of Rs. 500.00 per day per ATM will be levied. Cash out at any ATM due to RP issue of more than 10 hours in a month will attract a penalty of Rs.10000/-per month.	Paper-out penalty (Rs.500/day) triggers after 24 hrs - per instance	Please adhere to the terms of RFP
143	47	17. Penalties 17.8	The Bank will inform the details of proposed ATM site with contact details to Vendor while placing the order for ATM. The ATM live dates will also be shared, and Vendor has to complete the takeover services within a week of ATM starts operation. For any delay in operationalization of full-fledged Managed Services including EJ pulling beyond four days after the date of intimation from the Bank, a penalty @ Rs.500/- per day per ATM will be charged from the 5th day.	4-day EJ operationalization window from intimation is very tight for new ATM installations; We request bank to modify the clause - Successful Bidder(s) shall be responsible for complete takeover and operationalization of the site with all services mentioned in RFP within fifteen (15) days from the date of issuance of purchase order (Here 15 Days include the timeline of acceptance of order i.e. 7 days) without any installation & hidden cost, if POs are placed by Circles / Zones for individual sites. However, Bank has right to cancel or/and terminate the order or/and deduct the penalty from rental, if the same is not taken over & operationalized within 15 days. In case of bulk order placed from Head Office, successful bidder(s) shall be responsible for complete takeover and operationalization of the sites with all services mentioned in RFP within three months (90) days from the date of issuance of purchase order without any installation & hidden cost. (Bank shall share the address of all existing sites with existing managed services taken over site, if required by the bidder, beyoind stipulated time the Bank, my impose penalty @ Rs.500/- per day per ATM	Refer to Addendum 1
144	47	17. Penalties 17.9	Bank will levy a penalty of Rs.100/- per instance per day in case of non-uploading of EJ within T+1 days from the date of transaction, and/or uploaded file not having 100% transactions and/or EJ disabled and EJ disconnected cases not resolved within T+2 days after logging a call with the ATM Vendor.	Rs.100/instance/day EJ penalty is duplicative with clause 6.9.2 (Rs.500/instance/day)—creates double-jeopardy risk.	Please refer 6.9.2

145	47	17. Penalties 17.10	For any delays on the part of the Service provider in completing the configuration, network connectivity between switch and MS Centre and other taking over formalities within four weeks from the date of acceptance of the order for ATM managed services, penalty worked out @ Rs.1,000.00 per day per site would be levied.	We request bank to elaborate this clause - Also 1000 rupees per day has no mention on if bank side delays are there then no such penalty arises	Refer to Addendum 1
146	47	Section III- EXECUTION OF WORK Clause 17.1 Penalties	The penalty which may be imposed on the Vendor by the Bank for is capped at maximum 10 % of Total Cost of Ownership (TCO) beyond which Bank may terminate the Contract, as per Bank's discretion and penalty will be deducted on monthly invoice amount.	We propose the following : The maximum cap on the penalty shall be latest invoices raised by the Service Provider for the preceding 12 months. However, any liability to the Bank arising out of disputes in not coming under this capping will be recovered from MS Vendor on actual. However, Liability of Vendor will be limited to the scope of services provided by Vendor. Vendor will assume no liability for any loss (either direct or indirect) that may be caused to you, due to factors that are beyond its reasonable control. While Vendor shall take all efforts to ensure that there are no downtimes, please note that the services are provided by Vendor on a best effort basis, and you may experience downtimes due to technical factors beyond control of Vendor. Vendor will not be responsible for any unfortunate incident that is beyond its scope of service and control, during downtime.	Please adhere to the terms of RFP
147	47	17.1	The penalty which may be imposed on the Vendor by the Bank for is capped at maximum 10 % of Total Cost of Ownership (TCO) beyond which Bank may terminate the Contract, as per Bank's discretion and penalty will be deducted on monthly invoice amount.	Requesting Bank to reduce the percentage to 5% of TCO.	Please adhere to the terms of RFP
148	47	17.2	In case of any shortage of physical cash by theft, Fraud, pilferage, etc., if any, in the ATM/CRM the bidder will deposit the shortage amount through Bankers' cheque/NEFT within three working days. In case shortage amount is not deposited within three days, Bank will recover the amount in next invoice and will impose penalty of Rs.50,000/-per incident.	Request bank to revise the clause as "In case of any shortage of physical cash by theft, Fraud, pilferage, etc., if any, in the ATM/CRM the bidder will deposit the shortage amount through Bankers' cheque/NEFT within three working days. In case shortage amount is not deposited within three days, Bank will recover the amount in next invoice and will impose penalty of Rs.5,000/-per incident"	Refer to Addendum 1
149	47	17.5	Bank will provide sitting space at each ZO. The PC/ Laptop will be provided by the Vendor. If Vendor will not provide the staff at any RO within two weeks from the date of acceptance of the order and information by Bank at new ZO, a penalty of Rs. 4000.00 per week will be levied.	Request bank to revise the clause as" Bank will provide sitting space at each ZO. The PC/ Laptop will be provided by the Vendor. If Vendor will not provide the staff at any RO within two weeks from the date of acceptance of the order and information by Bank at new ZO, a penalty of Rs. 500 per week will be levied"	Refer to Addendum 1

150	47	17.7	In case of any ATM is out of paper (JP or RP) for more than 24 hours in any extreme case, a penalty of Rs. 500.00 per day per ATM will be levied. Cash out at any ATM due to RP issue of more than 10 hours in a month will attract a penalty of Rs.10000/per month.	Request bank to revise the clause as "In case of any ATM is out of paper (JP or RP) for more than 24 hours in any extreme case, a penalty of Rs. 100 per day per ATM will be levied. Cash out at any ATM due to RP issue of more than 10 hours in a month will attract a penalty of Rs.2000/per month."	Please adhere to the terms of RFP
151	47	17.8	The Bank will inform the details of proposed ATM site with contact details to Vendor while placing the order for ATM. The ATM live dates will also be shared, and Vendor has to complete the takeover services within a week of ATM starts operation. For any delay in operationalization of full-fledged Managed Services including EJ pulling beyond four days after the date of intimation from the Bank, a penalty @ Rs.500/- per day per ATM will be charged from the 5th day.	Request bank to revise the clause as "The Bank will inform the details of proposed ATM site with contact details to Vendor while placing the order for ATM. The ATM live dates will also be shared, and Vendor has to complete the takeover services within a week of ATM starts operation. For any delay in operationalization of full-fledged Managed Services including EJ pulling beyond four days after the date of intimation from the Bank, a penalty @ Rs.100/- per day per ATM will be charged from the 5th day"	Refer to Addendum 1
152	47	Penalties	The penalty which may be imposed on the Vendor by the Bank for is capped at maximum 10 % of Total Cost of Ownership (TCO) beyond which Bank may terminate the Contract, as per Bank's discretion and penalty will be deducted on monthly invoice amount.	We request bank to modify the clause and cap 5% of TCO	Please adhere to the terms of RFP
153	47	Penalties	In case of any shortage of physical cash by theft, Fraud, pilferage, etc., if any, in the ATM/CRM the bidder will deposit the shortage amount through Bankers' cheque/NEFT within three working days. In case shortage amount is not deposited within three days, Bank will recover the amount in next invoice and will impose penalty of Rs.50,000/-per incident.	MSP to settle all proven losses in 72hrs from the time of identification. No penalty applicable on these cases and the bank has the rights to recover money for proven cases from the nearing Invoice	Refer to Addendum 1
154	47	Penalties	In case of delay in attending FLM call and call is pending for more than (4 hours for Metro & Urban and 6 hours for semi urban & Rural) 4-6 hours in any extreme case, a penalty of Rs.100.00 per Hour per ATM will be levied.	We request the bank to impose penalty of INR 100 for the incident and remove hourly penalty	Please adhere to the terms of RFP
155	47	Penalties	C3R Report along with Switch and Machine Counter must be submitted on T+1 basis to Bank Nodal branches and Central Recon Team. Further, the Vendor has to follow Bank Guidelines in this regard from Time to Time. if Vendor failed to submit C3R report to Bank, a penalty of Rs. 5000/- per day per site will be levied.	Any delay in the C3R to bank, bank to impose penalty for INR 500 only per Incident	Please adhere to the terms of RFP

156	47	Penalties	Bank will provide sitting space at each ZO. The PC/ Laptop will be provided by the Vendor. If Vendor will not provide the staff at any RO within two weeks from the date of acceptance of the order and information by Bank at new ZO, a penalty of Rs. 4000.00 per week will be levied.	Resource to be deployed in 30 days from the date of PO acceptance. The resources to be deployed under cluster of East, west, North and South. Dealy beyond 30 days, bank to penalise INR 200 per day	Refer to Addendum 1
157	47	Penalties	If the Vendor fails in providing the proper Managed Services, including Primary and DR sites, as per the terms and requirements specified in this RFP, Bank will charge penalty up to 10 % of the TCO depending upon the deficiency in services. However, any liability to the Bank arising out of disputes is not coming under this capping; it will be recovered from M S Vendor on actual.	We request bank to modify the clause and cap 5% of TCO	Please adhere to the terms of RFP
158	47	Penalties	Bank will levy a penalty of Rs.100/- per instance per day in case of non-uploading of EJ within T+1 days from the date of transaction, and/or uploaded file not having 100% transactions and/or EJ disabled and EJ disconnected cases not resolved within T+2 days after logging a call with the ATM Vendor.	Penalty to be levied post T+3 days and applicable penalty will be INR 50 per day	please refer 6.9.2 clause
159	47	17.1	17.1. The penalty which may be imposed on the Vendor by the Bank for is capped at maximum 10 % of Total Cost of Ownership (TCO) beyond which Bank may terminate the Contract, as per Bank's discretion and penalty will be deducted on monthly invoice amount.	Bidder hereby requests that the capping be revised to a maximum of 1% in order to maintain business viability.	Please adhere to the terms of RFP
160	47	17.2	Penalties: In case of any shortage of physical cash by theft, Fraud, pilferage, etc., if any, in the ATM/CRM the bidder will deposit the shortage amount through Bankers' cheque/NEFT within three working days. In case shortage amount is not deposited within three days, Bank will recover the amount in next invoice and will impose penalty of Rs.50,000/-per incident.	Bidder would like to inform bank that Shortages needs time to investigate and MSP can share the report in 5 working days with few exception hence requesting no penalty for delay is reimbursement.	Refer to Addendum 1

161	47	17.5	Bank will provide sitting space at each ZO. The PC/ Laptop will be provided by the Vendor. If Vendor will not provide the staff at any RO within two weeks from the date of acceptance of the order and information by Bank at new ZO, a penalty of Rs. 4000.00 per week will be levied.	Bidder would like to request bank to be very clear on this requirement. There are too many contradictory statements regarding providing of resources, in the SLA bank mentions to be provided in one month for Penalty bank mentions to be provided in 2 weeks which is just not acceptable. Bidder would like to inform bank that any technical resource which is a requirement of the bank would take around 3 months for hiring, recruiting and background checks to complete. Hence bidder would request bank to make these changes to 3 months.	Refer to Addendum 1
162	48	17. Penalties 17.15	MHA guidelines and Cassette Swap implementation to be ensured in applicable cities, otherwise penalty will be levied as Rs. 2000/- per ATM per instance in addition to price discovered in RFP.	We request bank to consider the RBI mandate city for MHA and cassette swapping and also consider justification submitted by bidder.	Refer to Addendum 1
163	48	17. Penalties 17.16	Handling ATMs without activation of OTC Lock – Rs.500/- per instance. Any technical reason resulting in non-activation of OTC Lock would qualify for waiver only post Bank' approval.	We request bank to allow 10 working days for implementing OTC after takeover.	Refer to Addendum 1
164	48	17. Penalties 17.17	Non-compliance of Cassette Swap in ATMs will attract a penalty of Rs.1000/- per incidence per ATM maximum up to Rs. 10000/ per ATM along with the penalty imposed by the regulatory authorities, if any.	We request bank to allow 25 working days for implementing Cassette swapping after takeover on RBI mandate city	Refer to Addendum 1
165	48	17. Penalties 17.19	If Bidder fails to submit reconciliation Certificate as per timeline then penalty will be levied 1000/-per day.	We request bank to consider exemption for proper justification.	Please adhere to the terms of RFP
166	48	17. Penalties 17.21	Counterfeit note loaded in Banks ATMs by cash handling agency – Rs.10,000/- per instance in addition to deduction of equivalent of counterfeit note dispensed per instance.	We request bank to remove this clause or cap a penalty of 500/-.	Refer to Addendum 1
167	48	17. Penalties 17.12	Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the Vendor.	We request bank deletion of this clause as we cannot agree for deletion or any adjustments from the payment to be made to the Bidder, any penalty shall be raised separately vide debit note / credit note.	Refer to Addendum 1

168	48	17. Penalties 17.11	Physical takeover of ATMs will be considered only after enabling EJ services successfully from an ATM. The takeover of the Bank's ATMs should be completed within 30 days from the date of receiving the confirm order from the Bank. For any delays in takeover of existing ATM site beyond the stipulation of 30 days, a penalty calculated Rs.200.00 per day per site will be levied.	4-day EJ operationalization window from intimation is very tight for new ATM installations; We request bank to modify the clause - Successful Bidder(s) shall be responsible for complete takeover and operationalization of the site with all services mentioned in RFP within fifteen (15) days from the date of issuance of purchase order (Here 15 Days include the timeline of acceptance of order i.e. 7 days) without any installation & hidden cost, if POs are placed by Circles / Zones for individual sites. However, Bank has right to cancel or/and terminate the order or/and deduct the penalty from rental, if the same is not taken over & operationalized within 15 days. In case of bulk order placed from Head Office, successful bidder(s) shall be responsible for complete takeover and operationalization of the sites with all services mentioned in RFP within three months (90) days from the date of issuance of purchase order without any installation & hidden cost. (Bank shall share the address of all existing sites with existing managed services taken over site, if required by the bidder, beyond stipulated time the Bank, may impose penalty @ Rs.500/- per day per ATM	Refer to Addendum 1
169	48	17. Penalties 17.13	If the MS Vendor claims that there were some issues from the Bank or SLM side, the MS Vendor should submit the sufficient proof for the same.	Claims should be validated based on shared system logs and joint review	Refer to Addendum 1
170	48	17. Penalties 17.14	24 x 7 continuous monitoring of availability of cash in the network of ATMs through Incident Management Tool and ensuring no cash out scenario for any of the ATMs, otherwise penalty will be levied as Rs 4000/-per ATM per instance (more than 3 hours of cash out consider as single instance). This is in addition to any penalty imposed by regulatory authority i.e. RBI/GOI/MHA/MOF etc. which will be recovered separately.	We request bank to grant exemptions for bank approvals, cash supply, network issues, and other external dependencies -& cap penalty to 1000 rupees after exclusions. As Cash-out penalty (Rs.4,000/ATM/instance >3 hrs) stacks with RBI penalties creating disproportionate liability.	Refer to Addendum 1
171	48	17. Penalties 17.18	Shifting of sites approved by Bank should be completed by Bidder without any additional cost to the Bank within 30 days after date of sanction and thereafter penalty of Rs. 1000/- per day, per machine will be recovered. Bank will not make any payment for sites not shifted within stipulated time.	We request bank to keep the shifting on chargeable basis mutually agreed , Also exclusion required due to landlord approvals, power readiness, or statutory clearances will be excluded from penalty. Cap penalty to 500 per day	Refer to Addendum 1
172	48	17. Penalties 17.20	Any penalty levied by statutory authority, ombudsman on account of deficiency of service shall be passed on to the bidder.	We request bank to give exclusions for bank dependencies and external factors. Passing statutory/ombudsman penalties entirely to vendor without proper justification sharing is commercially imbalanced.	Refer to Addendum 1

173	48	Section III- EXECUTION OF WORK Clause 17.12 Penalties	Bank reserves it's right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the Vendor.	We propose deletion of this clause. As per our internal process, we cannot agree for adjustment/set-off of any amounts from our invoices. We propose that debit/credit notes may be issued for any such adjustments.	Please adhere to the terms of RFP
174	48	17.4	C3R Report along with Switch and Machine Counter must be submitted on T+1 basis to Bank Nodal branches and Central Recon Team. Further, the Vendor has to follow Bank Guidelines in this regard from Time to Time. if Vendor failed to submit C3R report to Bank, a penalty of Rs. 5000/- per day per site will be levied.	Requesting Bank to reduce this penalty to Rs. 2000/- per day per site	Please adhere to the terms of RFP
175	48	17.1	For any delays on the part of the Service provider in completing the configuration, network connectivity between switch and MS Centre and other taking over formalities within four weeks from the date of acceptance of the order for ATM managed services, penalty worked out @ Rs.1,000.00 per day per site would be levied.	For any delays on the part of the Service provider in completing the configuration, network connectivity between switch and MS Centre and other taking over formalities within four weeks from the date of acceptance of the order for ATM managed services, penalty worked out @ Rs.100.00 per day per site would be levied.	Refer to Addendum 1
176	48	17.11	Physical takeover of ATMs will be considered only after enabling EJ services successfully from an ATM. The takeover of the Bank's ATMs should be completed within 30 days from the date of receiving the confirm order from the Bank. For any delays in takeover of existing ATM site beyond the stipulation of 30 days, a penalty calculated Rs.200.00 per day per site will be levied.	Request bank to revise the clause as "Physical takeover of ATMs will be considered only after enabling EJ services successfully from an ATM. The takeover of the Bank's ATMs should be completed within 30 days from the date of receiving the confirm order from the Bank. For any delays in takeover of existing ATM site beyond the stipulation of 30 days, a penalty calculated Rs.50.00 per day per site will be levied"	Please adhere to the terms of RFP
177	48	17.14	24 x 7 continuous monitoring of availability of cash in the network of ATMs through Incident Management Tool and ensuring no cash out scenario for any of the ATMs, otherwise penalty will be levied as Rs 4000/-per ATM per instance (more than 3 hours of cash out consider as single instance). This is in addition to any penalty imposed by regulatory authority i.e. RBI/GOI/MHA/MOF etc. which will be recovered separately.	Request bank to revise the clause as "24 x 7 continuous monitoring of availability of cash in the network of ATMs through Incident Management Tool and ensuring no cash out scenario for any of the ATMs, otherwise penalty will be levied as Rs 500/-per ATM per instance (more than 3 hours of cash out consider as single instance). This is in addition to any penalty imposed by regulatory authority i.e. RBI/GOI/MHA/MOF etc. which will be recovered separately".	Refer to Addendum 1

178	48	17.15	MHA guidelines and Cassette Swap implementation to be ensured in applicable cities, otherwise penalty will be levied as Rs. 2000/- per ATM per instance in addition to price discovered in RFP.	Request bank to revise the clause as "MHA guidelines and Cassette Swap implementation to be ensured in applicable cities, otherwise penalty will be levied as Rs. 200/- per ATM per instance in addition to price discovered in RFP"	Please adhere to the terms of RFP
179	48	17.17	Non- compliance of Cassette Swap in ATMs will attract a penalty of Rs.1000/- per incidence per ATM maximum up to Rs. 10000/ per ATM along with the penalty imposed by the regulatory authorities, if any.	Request bank to revise the clause as "Non- compliance of Cassette Swap in ATMs will attract a penalty of Rs.1000/- per incidence per ATM maximum up to Rs. 1000/ per ATM along with the penalty imposed by the regulatory authorities, if any"	Refer to Addendum 1
180	48	17.17	Penalties: Non- compliance of Cassette Swap in ATMs will attract a penalty of Rs.1000/- per incidence per ATM maximum up to Rs. 10000/ per ATM along with the penalty imposed by the regulatory authorities, if any.	Bidder would like to inform bank that Cassette swap Implementation is based on CRA feasibility and availability of CRA vaults. Bidder will ensure CRA providing compliance in SRO Cities prescribed by IBA with respect to Cassette swap and Compliance beyond SRO cities is completely depend upon CRA readiness hence penalty proposed to be looked into considering the mentioned point	Refer to Addendum 1
181	48	17.18	Shifting of sites approved by Bank should be completed by Bidder without any additional cost to the Bank within 30 days after date of sanction and thereafter penalty of Rs. 1000/- per day, per machine will be recovered. Bank will not make any payment for sites not shifted within stipulated time.	The mentioned service is not part of the scope of managed services. Accordingly, we request Bank to kindly delete this clause.	Refer to Addendum 1
182	48	17.14	24 x 7 continuous monitoring of availability of cash in the network of ATMs through Incident Management Tool and ensuring no cash out scenario for any of the ATMs, otherwise penalty will be levied as Rs 4000/-per ATM per instance (more than 3 hours of cash out consider as single instance). This is in addition to any penalty imposed by regulatory authority i.e. RBI/GOI/MHA/MOF etc. which will be recovered separately.	Request Bank for removal of double penalty clause, regulatory guidelines will be followed by the service provider.	Refer to Addendum 1

183	49	Section III- EXECUTION OF WORK Clause 17.21 Penalties	In case the penalty reaches the above maximum, the Bank will be at liberty not to release any payment and cancel the contract summarily and also invoke the guarantees submitted by the bidder to recover any payment already made by the Bank.	<p>We suggest to add below averment :</p> <p>The liability of the Vendor in relation to the aforesaid services will be limited to the scope of services provided by the Service Provider. The Vendor will assume no liability for any loss (either direct or indirect) that may be caused to the Bank, due to factors that are beyond the reasonable control of the Vendor. While the Vendor takes all efforts to ensure that there are no downtimes, please note that the services are provided on a best effort basis, and the Bank may experience downtimes due to technical factors beyond control of the Vendor. We will not be responsible for any unfortunate incident that is beyond the scope of service and control, during downtime. However, before taking any remedial action, the Bank shall provide an advance notice of 15 days to rectify the defect / default, and shall take any remedial action only on failure to rectify the default."</p> <p>The Bank before imposing any penalty shall provide a details of the claim along with a detailed notice of such claim together with relevant supporting documents. Further, Vendorr should be entitled for a cure period before such penalties are levied. Further, before imposing any penalty the Bank shall provide an advance notice of 15 days to rectify the defect / default, and the penalty shall be imposed only on failure to rectify the default.</p>	Refer to Addendum 1
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49	18.1.	18.1. The Penalty will not be imposed on the Vendor in the following cases, subject to proof submitted by the Vendor which is acceptable to the Bank:	<p>In addition to given Exclusions bidder hereby request Bank to provide below listed Exclusions which are beyond Bidder Control :</p> <ul style="list-style-type: none"> • In ability of bank's third party vendor to support or meet the SLA • Site not accessible for ATM servicing due to timing/access restrictions • Any downtime due to Power failure beyond the backup hours supported by UPS batteries. • Any ATM being shutdown on daily basis on evening hrs • Downtime due to Software/MVS & Other scheduled maintenance calls & related issues • Any Third party component failure where replacement required, • Access availability issues • Downtime post operating hours as per the guidelines • Actual downtime due to cash out on account of delayed cash supply i.e., later than 12PM or non-supply of the cash by the Bank • Events of Force Majeure (Instances of force majeure, Vandalism and delays due to strikes, Bandh, Hartal, Political instability in the region (in such cases, the vendor shall inform and seek Bank's confirmation of its non-liability for penalty) • Core Banking solution host outages • Any downtime which are not attributable to MSP • Any other cause attributable to Bank's infrastructure • Faults which are not reported through online Switch Feed. Bank Switch doesn't provide feeds for monitoring to Partner. • Delay by the Bank in proving Terminal Master (TM) keys beyond 30 minutes from the partner engineer visits the site for site installation/servicing of CDs • The cash out instances and resultant CD downtime will be excluded from the calculation of uptime if the ATM fit currency not provided by Bank to CITs • Downtime due to NFS/issuing Bank network unavailability including but not limited to lease lines/LAN, host connectivity with the Switch or any other devices or due to the downtime of existing ATM leased line downtimes. • Downtime due to unavoidable delays for service personnel to reach the site on account of unavailability of public transport, road blocks, strikes, riots or natural calamities etc., • Problems caused in rural areas or chronic power deficit area due to power cuts and improper switching OFF/ON of CD after the restoration of power • Downtime caused due to any fraudulent activity which requires investigation. • Downtime contributed due to MHA restrictions or Cassette Swap process needs to be excluded 	Refer to Addendum 1
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185	50	18. Exclusions to liability for Penalty: 18.1	The Penalty will not be imposed on the Vendor in the following cases, subject to proof submitted by the Vendor which is acceptable to the Bank: Ø Where safe is required to be broken open (proof from the respective SLM Vendor) Ø UPS or Batteries to be replaced by OEM vendor or Bank. Ø Instances of force majeure (in such cases, the Vendor shall inform and seek Bank's confirmation of its non-liability for penalty) Ø VSAT or network equipment's to be replaced by Bank. Ø Failure of Switch. Ø Disruption of Power supply/Link failure from the Electricity Board/ MTNL/BSNL. Ø Bank officials confirm that delay was due to Bank dependency.	Required to add exclusion on force majeure	Refer to Addendum 1
186	51	25. Software Licenses	The EJ pulling or any other software to be installed in the ATMs should have licensed right in favour of Bank even after expiry of contract for all the ATMs.	We request bank to remove this clause as bank is not procuring EJ software. This is part of service only.	Refer to Addendum 1
187	51	ATM Uptime Maintenance	In the event of failure of maintaining the uptime of 98%, (based on the report from Bank's ATM switch, the charges for the managed services will be paid as under:	Bank to reconsider the uptime working.	Please adhere to the terms of RFP
188	51	25	Software Licenses - The EJ pulling or any other software to be installed in the ATMs should have licensed right in favour of Bank even after expiry of contract for all the ATMs.	Bidder would like to inform bank that they are presently taking a service of EJ from the vendor under this RFP. The Software will be in the name of the bidder if bank needs the software licence to be in their name then bank will have to buy the licence which would be an additional cost to the bank.	Refer to Addendum 1

189	51	26.2	<p>26.2. In the event of failure of maintaining the uptime of 98%, (based on the report from Bank's ATM switch, the charges for the managed services will be paid as under:</p> <p>Uptime between MS Charges Payable (Metro & Urban) MS Charges Payable (Semi Urban & Rural)</p> <p>98% and above 100% 100% 97% and Above but below 98% 97% 100% 96% and Above but below 97% 95% 97% 95% and Above but below 96% 93% 95% 94% and Above but below 95% 90% 93% 93% and Above but below 94% 85% 90% 92% and Above but below 93% 80% 85% 91% and Above but below 92% 75% 80% 90% and Above but below 91% 70% 75% 90% and below 50% 50% 80% and below 0</p>	<p>Bidder hereby request Bank to revise the Uptime Target for Metro & Urban at 95% and for Semi-Urban / Rural areas at 93%. Also penalty to be capped at 1% to make business viable. Request Bank to consider the exclusions which are beyond Bidder Control while calculating penalty.</p>	<p>Please adhere to the terms of RFP</p>
190	51	26.2	<p>In the event of failure of maintaining the uptime of 98%, (based on the report from Bank's ATM switch, the charges for the managed services will be paid as under:</p>	<p>We request the Bank to consider imposing penalties only when uptime falls below 95%, excluding agreed exceptions, as this is aligned with prevailing industry standards.</p> <p>Additionally, we request the Bank to provide the make and model details, along with the corresponding count of ATMs/CRMs deployed.</p>	<p>Please adhere to the terms of RFP</p>
191	54	31.1	<p>Preference to Make in India:</p>	<p>Bidder would like to inform bank that Make in India guidelines is applicable only for Hardware and equipment that its manufacturing Factory should be Made in India. Make in India does not apply to the services as there is no certification and no Authority will provide and Make in India certificate for services. hence we request bank to remove this clause from this RFP.</p>	<p>Please adhere to the terms of RFP</p>
192	55	31.3	<p>Verification of local content</p>	<p>Bidder would like to inform Bank that services does not fall under make in India Local content and hence to remove this clause</p>	<p>Please adhere to the terms of RFP</p>

193	58	Section III- EXECUTION OF WORK Clause 34.3 Bid Preparation and Submission	All disputes or differences in connection with this RFP shall be subject to the jurisdiction of the courts at Delhi only.	We propose the jurisdiction as Mumbai.	Please adhere to the terms of RFP
194	58	32.13	The bidder should provide proof that it has successfully installed the ATMs claimed. The Bidder is required to furnish a letter from the respective Banks, where machines are already supplied. Bank is entitled to make its own independent enquiry to verify the claims of the Bidders.	Bidder would like to inform bank that this RFP is for Managed services and not for ATM deployment. This clause is specified for ATM deployment and is not relevant to this RFP hence request bank to remove this clause.	Refer to Addendum 1
195	60	35.6	Bid Security/EMD or an amount equivalent to EMD will be recovered/ forfeited in the following cases: 35.6.1. If a Bidder withdraws its bid during the period of bid validity; 35.6.2. If a Bidder makes any statement or encloses any form which turns out to be false/incorrect at any time prior to signing of Contract. 35.6.3. if the Successful bidder fails to provide confirmation on the price quoted during reverse auction. 35.6.4. In case the shortlisted Bidder does not participate in the reverse auction at least by way of logging in. 35.6.5. In case of a successful Bidder, if the Bidder(a) To execute Contract within the stipulated time or (b) To furnish Performance Bank Guarantee as mentioned in the relevant clause herein.	We request bank that the right to forfeit can be exercised by the Bank only after 15 days prior intimation and cure period to the Bidder. Further we also suggest that the point no. 1 to be deleted.	Please adhere to the terms of RFP

196	61	Section III- EXECUTION OF WORK Clause 36.3 Performance Bank Guarantee	In the event of non-performance of obligations or failure to meet terms of this RFP or the contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful Bidder.	We suggest to add below averment : The Bank's right to invoke the Bank Guarantee shall be only after giving sufficient right to the Service Provider to rectify the defaults, and the Bank will invoke the Bank Guarantee only if there is failure on part of the Service Provider to rectify the default. In the event if the Service Provider fails to rectify the default this guarantee may be invoked subject to serving a written notice period of 60 days.	Refer to Addendum 1
197	61	36.1	Performance Bank Guarantee: The successful Bidder shall provide a Performance Bank Guarantee for 5% of Total Cost of Ownership (TCO) within 30 days from the date of receipt of the purchase order/award of contract, or signing of the contract whichever is earlier, in the format as provided in Annexure X, for the entire period of the contract i.e. 5 years, with a claim period of 1 year and such other extended period as the Bank may decide for due performance of the project obligations.	Request Bank to accept all approved financial instruments by the Government like Bank Gurrantee, Insurance Surety Bond etc. for submission of Performance Bank Gurrantee (PBG). We suggest Bank as follows : 1) We request the Bank to consider the Performance Bank Guarantee/ Insurance Surety Bond at 3% as per the PSU RFP standards. 2) We request the Bank to consider the Performance Bank Guarantee/ Insurance Surety Bond at 3% of the Annual Contract Value renewed every year for the required period as per the existing contract terms. 3) Considering the quantum of PBG is high, we request Bank to give more time to Bidders to arrang the PBG. We request Bank to give upto 60 days of receipt of formal communication by bank to finally selected bidders Also, please modify the claim period to for 90 days only.	Please adhere to the terms of RFP
198	65	45. Right to Alter Quantities: 45.1	The Bank will be free to either reduce or increase the quantity to be purchased under this RFP on the same terms and conditions.	We request bank to kindly consider only RFP defined allocation. The service procurement is RFP driven and any bidder participate with the calculation of order size that defined by allocation portion.	Refer to Addendum 1
199	65	47 Patent Rights	The bidder shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, items, products, hardware, storage, machinery, instruments, or any part thereof, in India or abroad. 47.1. The bidder shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Rights, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.	Bidder proposes its standard language for this clause: "Bidder will: (a) at its expense defend the Bank against any IP Claim; and (b) indemnify Bank by paying the damages, costs, and attorneys' fees with respect to the IP Claim that are either awarded against Bank in a final, non-appealable court judgment, or required to be paid by Bank in a settlement of the IP Claim that Bidder has agreed to in writing. As used in this Section, an "IP Claim" means a suit brought against the Bank by a third party to the extent the suit alleges that Bank's use of a Product infringes a patent, copyright, or other intellectual property right of the third party. For the purposes of this Section only, a "Product" includes any Diagnostic Tools that Bidder provided with that Product as described in the "Diagnostic Tools"	Please adhere to the terms of RFP

		<p>47.2. The bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself and the Bank therefrom. If the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be fully responsible for the same, including all expenses, court, and legal fees.</p> <p>47.3. The Bank will give notice to the bidder of any such claim without delay, provide reasonable assistance to the bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.</p> <p>47.4. The bidder shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, and use services (and other software items) provided by the Vendor, including all inventions, designs and marks embodied therein in perpetuity.</p> <p>47.5. The Vendor claims and represents that it has obtained appropriate rights to provide the deliverables and services based upon the terms and conditions contained in this RFP.</p> <p>47.6. The Vendor shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software or hardware used by Vendor in performing its obligations under this RFP.</p> <p>47.7. If a third party's claim endangers or disrupts the Bank's use of the deliverables or services, the Vendor shall at no further expense, charge, fee, or cost to the Bank, obtain a license so that the Bank may continue use of the deliverables in accordance with the terms of this RFP.</p> <p>47.8. Vendor shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, hardware, designs or processes used by Vendor or its subcontractors or in respect</p> <p>of any other services rendered or items delivered under this RFP</p>	<p>Section.</p> <p>Bidder's obligations set forth in this Section are subject to the Bank: (a) providing Bidder prompt notice that the IP Claim has been threatened or brought, whichever is sooner (the "Claim Notice"); (b) providing Bidder sole control of the defense and any appeal or settlement (at Bidder's discretion) of the IP Claim (collectively, "Resolution"); (c) cooperating with Bidder (including providing relevant documentation and information) with respect to the IP Claim or Resolution; and (d) complying with all court orders. If Bank's delay in providing the Claim Notice causes detriment to Bidder with respect to the Resolution, Bidder's obligations set forth in this Section will not apply to the IP Claim to the extent of such detriment. Notwithstanding any other provision of this Agreement, Bidder is not responsible for any fees (including attorneys' fees), expenses, costs, judgments, or awards that are incurred prior to Bidder's receipt of the Claim Notice from Bank. Bidder will have the sole right to select counsel. Bank may engage additional counsel of its choosing at its expense for purposes of conferring with Bidder's counsel.</p> <p>The obligations set forth in this Section will not apply to an IP Claim if the alleged infringement is based on, caused by, or results from: (a) Bidder's compliance with any of Bank's designs, specifications, or instructions; (b) modification of the Product other than by Bidder; (c) use of the Product other than as provided by this Agreement; (d) use of other than the latest Product version Bidder has made available or provided to Bank; or (e) combination or use of the Product with any product or service not provided to you by Bidder.</p> <p>If an intellectual property infringement allegation is brought or threatened against the Product, or Bidder believes that such an allegation may be brought or threatened, Bidder may: (a) obtain a license for the Product; (b) modify the Product; or (c) replace the Product with a product having substantially the same functionality. If Bidder in its discretion determines that none of the foregoing is available on a reasonable basis, then if the Product is a Service Bidder may upon notice cease providing the Service and refund the unused portion of any prepaid fee for the Service; or if the Product is not a Service, upon notice from Bidder, Bank will promptly return the Product to Bidder, and Bidder will refund the price the Bank paid Bidder for the Product, less depreciation on a five-year straight-line basis.</p> <p>THIS SECTION SETS FORTH BIDDER'S ENTIRE OBLIGATIONS, AND BANK'S EXCLUSIVE REMEDIES, WITH RESPECT TO THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING ANY IP CLAIM.</p>	
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200	66	46. Delays in The Vendor's Performance: 46.1	Performance of the Services shall be made by the Vendor in accordance with the time schedule specified by Bank. Any delay in performing the obligation by the Vendor will result in imposition of liquidated damages and/or termination of rate contract for default. Above clause will be exempted in case of force Majeure event, at the discretion of the Bank.	We request bank to "The Bank before imposing any LD shall provide a details of the claim along with a detailed notice of such claim together with relevant supporting documents. Further, Bidder should be entitled for a cure period before such LD is levied. Further, before imposing any LD the Bank shall provide an advance notice of 15 days to rectify the defect / default, and the LD shall be imposed only on failure to rectify the default.	Refer to Addendum 1
201	66	Section III- EXECUTION OF WORK Clause 46 Delays in The Vendor's Performance:	Performance of the Services shall be made by the Vendor in accordance with the time schedule specified by Bank. Any delay in performing the obligation by the Vendor will result in imposition of liquidated damages and/or termination of rate contract for default. Above clause will be exempted in case of force Majeure event, at the discretion of the Bank.	We suggest to add below averment : However, before taking any remedial action, the Bank shall provide an advance notice of 15 days to rectify the defect / default, and shall take any remedial action only on failure to rectify the default." The Bank before imposing any penalty shall provide a details of the claim along with a detailed notice of such claim together with relevant supporting documents. Further, Service Provider should be entitled for a cure period before such penalties are levied. Further, before imposing any penalty the Bank shall provide an advance notice of 15 days to rectify the defect / default, and the penalty shall be imposed only on failure to rectify the default.	Refer to Addendum 1
202	66	Section III- EXECUTION OF WORK Clause 47 Patent Rights	The bidder shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, items, products, hardware, storage, machinery, instruments, or any part thereof, in India or abroad.	We propose the following changes in red font: The bidder shall indemnify the Bank against all proven third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, items, products, hardware, storage, machinery, instruments, or any part thereof, in India to the extent of scope of services or abroad . Further, we propose addition of the averment at the end of Clause No. 47: Indemnity shall be subject to adherence of reconciliation process and limitation of liability. Service Provider shall not be responsible under indemnity provisions in this Agreement to the extent that loss is attributable to the negligence and/or breach of this Agreement or breach of applicable Laws by the Bank or its employees or for any Services that is availed by Bank outside the scope of this Agreement. The Bank shall, while making any indemnity claim, provide a detailed notice of such claim together with relevant supporting documents, to be added. Notwithstanding what is stated hereinabove, the Service Provider shall be liable only in the cases where losses, claims, damages are proven.	Please adhere to the terms of RFP

66	47	<p>Patents Rights: The bidder shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, items, products, hardware, storage, machinery, instruments, or any part thereof, in India or abroad. 47.1. The bidder shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Rights, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. 47.2. The bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself and the Bank therefrom. If the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be fully responsible for the same, including all expenses, court, and legal fees. 47.3. The Bank will give notice to the bidder of any such claim without delay, provide reasonable assistance to the bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim. 47.4. The bidder shall grant to the Bank a fully paid-up, irrevocable, non- exclusive license throughout the territory of India or abroad to access, and use services (and other software items) provided by the Vendor, including-all inventions, designs and marks embodied therein in perpetuity. 47.5. The Vendor claims and represents that it has obtained appropriate rights to provide the deliverables and services based upon the terms and conditions contained in this RFP. 47.6. The Vendor shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software or hardware used by Vendor in performing its obligations under this RFP. 47.7. If a third party's claim endangers or disrupts the Bank's use of the deliverables or services, the Vendor shall at no further expense, charge, fee, or cost to the Bank, obtain a license so that the Bank may continue use of the deliverables in accordance with the terms of this RFP. 47.8. Vendor shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, hardware, designs or processes used by Vendor or its</p>	<p>Clause to be modified and read as under: The bidder shall indemnify the Bank against all actual and proven third-party claims of infringement of patent, trademark or industrial design rights directly arising from use of the goods, items, products, hardware, storage, machinery, instruments, or any part thereof, in India or abroad deliverables as provided by the Bidder and in accordance with the terms of this Agreement. 47.1. The bidder shall, at their own expense, defend and indemnify the Bank against all actual and proven third party claims or infringement of intellectual Property Rights, including Patent, trademark, copyright, trade secret or industrial design rights directly arising from use of the products or any part thereof in India or abroad. 47.2. The bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself and the Bank therefrom. If the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be fully responsible only to the extent finally awarded by a court of competent jurisdiction for the same, including all expenses, court, and legal fees. 47.3 and subject to the terms of this Clause and the overall limitation of liability. The Bank will give notice to the bidder of any such claim without delay, provide reasonable assistance to the bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim. 47.4. The bidder shall grant to the Bank a limited, non-exclusive, non-transferable license during the term for internal business purposes only fully paid-up, irrevocable, non- exclusive license throughout the territory of India or abroad to access, and use services (and other software items) provided by the Vendor, including all inventions, designs and marks embodied therein in perpetuity. 47.5. The Vendor claims and represents that it has obtained appropriate rights to provide the deliverables and services based upon the terms and conditions contained in this RFP. 47.6. The Vendor shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software or hardware used by Vendor in performing its obligations under this RFP. 47.7. If a third party's claim endangers or disrupts the Bank's use of the deliverables or services, the Vendor shall at no further expense, charge, fee, or cost to the Bank, obtain a license so that the Bank may continue use of the deliverables in accordance with the terms of this RFP. 47.8. Vendor shall indemnify and keep fully and effectively indemnified the Bank from all actual and direct legal actions, claims, or damages from third parties arising out of use of software, hardware, designs or processes used by Vendor or its subcontractors or in respect of any other services rendered or items delivered under this RFP. Vendor shall have no liability for modifications, unauthorized combinations, misuse, or Bank-provided materials.</p>	Please adhere to the terms of RFP
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			subcontractors or in respect of any other services rendered or items delivered under this RFP.		
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204	67	48. Price Freezing:	<p>Price Freezing:</p> <p>48.1. The price finalised through the bidding and selection process under this RFP shall remain valid for the entire contract period, along with the extended period if any, from the date of acceptance of purchase order/letter of Intent/award of contract for ATMs by the successful bidder.</p> <p>48.2. No upward revision in the price would be considered on account of subsequent increases in foreign exchange or for any other reason.</p> <p>48.3. However, if there is any reduction on account of government levies/taxes, during the offer validity period/contract period, the same shall be passed on to the Bank.</p>	We request bank to consider "The Bidder proposes to include change in price clause subject to mutual consent of the parties and such proposition is due to change of price of products due to inflation, change of tariffs, taxes etc.	Please adhere to the terms of RFP
205	68	50.5	The penalty is capped at maximum 10 % of Total Cost of Ownership (TCO) beyond which bank may invoke Termination of Contract , as per Bank's discretion and penalty will be deducted on monthly invoice amount.	We request bank to Cap penalty of 5% on monthly billing. As 10% is very huge	Please adhere to the terms of RFP
206	68	50. Service Level Agreement: 50.5	The penalty is capped at maximum 10 % of Total Cost of Ownership (TCO) beyond which Bank may invoke Termination of Contract, as per Bank's discretion and penalty will be deducted on monthly invoice amount.	We request bank to add the below to this clause: The Bank shall intimate the bidder on a prior basis of any delay or default and the bidder shall rectify such. However, the fee payable to the bidder shall not be set-off for whatsoever reason.	Please adhere to the terms of RFP
207	68	50. Service Level Agreement: 50.9	Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the Vendor.	We request bank that to remove the clause & modify that " any deduction / adjustment from the payments to be made to the Bidder from and the same to be made vide raising separate debit note or credit note".	Refer to Addendum 1
208	68	50. Service Level Agreement: 50.7	Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the Vendor or invocation of performance Bank guarantee submitted by the successful bidder.	We request bank to add below clause : The Bank before imposing any penalty shall provide a details of the claim along with a detailed notice of such claim together with relevant supporting documents. Further, Bidder should be entitled for a cure period before invocation of the Bank Guarnatee	Refer to Addendum 1

209	68	Section III- EXECUTION OF WORK Clause 50.7 Service Level Agreement	Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the Vendor or invocation of performance Bank guarantee submitted by the successful bidder.	<p>We propose deletion of this clause.</p> <p>As per our internal process, we cannot agree for adjustment/set-off of any amounts from our invoices. We propose that debit/credit notes may be issued for any such adjustments.</p>	Refer to Addendum 1
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210	68	51 Liquidated Damages:	<p>51.1. If Service Provider fails to deliver and perform any or all the Services within the stipulated time, After 6 weeks from the ATM site approve by the Bank, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Total Cost ownership , as liquidated damages a sum equivalent to 0.5% of Total Cost of ownership for delay of each week or part thereof up to a maximum of 10% of Total Cost ownership. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.</p> <p>51.2. ATM is an important touch point to serve customers and the uptime of this channel to the customers is of prime importance.</p> <p>51.3. The liquidated damages shall be deducted/recovered by the Bank from any money due or becoming due to the Service Provider under the RFP/Contract during the contract period or any extended period for the works assigned/awarded to the Service Provider, or may be recovered by invoking of Bank Guarantees/Performance Bank Guarantees or otherwise from Service Provider or from any other amount payable to the Service Provider in respect of other orders. Levying Liquidated damages is without prejudice to the Bank's right to levy any other penalty where provided for under the contract/RFP or purchase order(s).</p> <p>Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/RFP.</p>	<p>Bidder would like to inform bank thatThe LD should apply only in case of delay in implementation of the project by the bidder beyond the timelines mentioned in the RFP. The LD should not be applied to services as the same is covered under Section 17 (RFP page 46) for penalties. It will make the project commercially unviable for the bidder if the bidder is penalised twice for the same wrong. Please note the penalty and LD are independent and applicable separately and concurrently. This should not be the case. For those instances covered by penalties in Section 17, bidder should not be further penalised by applying the LD.</p>	Please adhere to the terms of RFP
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211	69	51. Liquidated Damages:	If Service Provider fails to deliver and perform any or all the Services within the stipulated time, After 6 weeks from the ATM site approve by the Bank, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Total Cost ownership , as liquidated damages a sum equivalent to 0.5% of Total Cost of ownership for delay of each week or part thereof up to a maximum of 10% of Total Cost ownership. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	We request bank to keep one penalty for one Dealy. There is separate per day penalty for deployment delay itself. LD will amount to dual charge for same cause. Requesting bank to keep either LD or per day Delay penalty and also cap the penalty of max 5% of monthly billing.	Please adhere to the terms of RFP
212	69	Section III- EXECUTION OF WORK Clause 51 Liquidated Damages	Entire clause	<p>We suggest to add below averment : However, before taking any remedial action, the Bank shall provide an advance notice of 15 days to rectify the defect / default, and shall take any remedial action only on failure to rectify the default."</p> <p>The Bank before imposing any penalty shall provide a details of the claim along with a detailed notice of such claim together with relevant supporting documents. Further, Service Provider should be entitled for a cure period before such penalties are levied. Further, before imposing any penalty the Bank shall provide an advance notice of 15 days to rectify the defect / default, and the penalty shall be imposed only on failure to rectify the default.</p>	Refer to Addendum 1
213	69	51	Liquidated Damages: If Service Provider fails to deliver and perform any or all the Services within the stipulated time, After 6 weeks from the ATM site approve by the Bank, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Total Cost ownership , as liquidated damages a sum equivalent to 0.5% of Total Cost of ownership for delay of each week or part thereof up to a maximum of 10% of Total Cost ownership. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.	Request Bank to cap the overall LD 5%.	Please adhere to the terms of RFP

214	69	51	<p>51. Liquidated Damages: 51.1. If Service Provider fails to deliver and perform any or all the Services within the stipulated time, After 6 weeks from the ATM site approve by the Bank, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Total Cost ownership , as liquidated damages a sum equivalent to 0.5% of Total Cost of ownership for delay of each week or part thereof up to a maximum of 10% of Total Cost ownership. Once the maximum deduction is reached, the Bank may consider termination of the Agreement. 51.2. ATM is an important touch point to serve customers and the uptime of this channel to the customers is of prime importance. 51.3. The liquidated damages shall be deducted/recovered by the Bank from any money due or becoming due to the Service Provider under the RFP/Contract during the contract period or any extended period for the works assigned/awarded to the Service Provider, or may be recovered by invoking of Bank Guarantees/Performance Bank Guarantees or otherwise from Service Provider or from any other amount payable to the Service Provider in respect of other orders. Levying Liquidated damages is without prejudice to the Bank's right to levy any other penalty where provided for under the contract/RFP or purchase order(s). Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/RFP.</p>	<p>It is suggested removal of clause or deny for liquidated damages. Bidder is requested to be held responsible only for an actual damages.Business /Operations team to take note of quantum.</p>	<p>Please adhere to the terms of RFP</p>
215	70	52. Payment Terms 52.8	<p>The Bank may withhold payment of any charges that it disputes in good faith, for deficiency in service or otherwise, and may set-off penalty amount and any other amount which Service provider owes the Bank against charges payable to Service provider under this RFP.</p>	<p>We request bank to add the below to this clause: The Bank shall intimate the bidder on a prior basis of any delay or default and the bidder shall rectify such. However, the fee payable to the bidder shall not be set-off for whatsoever reason.</p>	<p>Refer to Addendum 1</p>

216	70	52. Payment Terms 52.9	In the event Bank intends to withhold such payments of any charges by the Bank, Bank shall notify the Service Provider, immediately, within 30 days of receipt of the invoice indicating the reason for such withholding and detailing the deficiency in services. Upon receipt of such intimation, the Service Provider shall either rectify such deficiency or provide adequate reasons for such deficiency or accept such deficiency. If the deficiency is rectified, or if the Bank is satisfied with the response of the Service Provider, then the Bank shall not withhold any payments. Vendor will not dispute the charges deducted	we request bank to delete this clause as 52.8 is already defining the same to modify as per our request	Please adhere to the terms of RFP
217	70	Section III- EXECUTION OF WORK Clause 52.8 Payment Terms	The Bank may withhold payment of any charges that it disputes in good faith, for deficiency in service or otherwise, and may set-off penalty amount and any other amount which Service provider owes the Bank against charges payable to Service provider under this RFP.	We suggest to add the following : We cannot agree for deduction, withhold or adjustment of penalty from our bills due. Instead of deduction we suggest that separate credit note / debit note to be raised for recovery of penalty.	Please adhere to the terms of RFP
218	70	53. Order Cancellation:	53. Order Cancellation: 53.1. If the Vendor fails to deliver and/or install the equipment within the stipulated time schedule or the extended date communicated by the Bank, it shall be deemed to be a breach of contract. 53.2. In such an event the Bank reserves its right to cancel the purchase order/award of contract in the event of delay in delivery / installation / commissioning of equipment by giving a notice of 30 days and charge liquidated damages for the delay as well. 53.3. In addition to the cancellation of purchase order, the bidder is liable to be suspended from participation in any future tenders of the Bank for 2 years.	bidder would like to inform that whale Bank has the right to cancel the order with 30 days notice. Bidder would like bank to provide the bidder a cure period of 60 days.	Please adhere to the terms of RFP

219	70	52.1	Payment Terms: No advance payments will be made. Payments for Managed Services will be made on Monthly basis in arrears after Deduction of applicable taxes at Source. The monthly Bill should be accompanied by the ATM uptime and cash reconciliation Reports for verification by the Bank authorities. The payment will be released within 45 days by Bank after verification of reports.	Request Bank to release payment with in 30 days from the date of invoice submission to Bank. We would also like to request the Bank to incorporate a provision for CPI-based price escalation, as inflation directly impacts the cost of services for the vendor. The Consumer Price Index (CPI) in India has averaged over 5% over the past 10 years. In view of this, we request the Bank to consider a minimum annual increase of 5% in service charges to ensure operational viability for vendors.	Please adhere to the terms of RFP
220	70	52.2	Payment for the Managed Services will be made by Bank monthly on arrears basis i.e., on completion of each month and production of invoice for the service along with the monthly monitoring report for the number of ATMs monitored during the month. Payment will be released monthly by Zonal Office after receiving and verifying the invoices and reports. The Bank reserves its right to deduct the penalty/ cash shortage/ levy from any of the payment to the Vendor.	We request the Bank to arrange for release of payments from the Head Office instead of respective Zonal Offices.	Please adhere to the terms of RFP
221	71	Section III- EXECUTION OF WORK Clause 52.12 Payment Terms	Invoice shall be raised only when payment has to be made and invoice will be revised if invoice is not paid in six months.	We cannot revise the Invoice as the same shall be booked under appropriate tax provisions.	Refer to Addendum 1
222	71	Section III- EXECUTION OF WORK Payment Terms AFTER CLAUSE 52.13		We suggest to add below averment : In case of any delay for payment of the billed amount more than stipulated period, the interest @ 18% per annum will be levied on the outstanding amount and if the payment are still not processed for further period on 2 months, the Service Provider shall also be entitled to suspend Services and such suspension shall not be termed as breach of the Agreement by the Service Provider and could not be held responsible or penalized for Service lapses.	Please adhere to the terms of RFP

223	71	54 Dispute Resolution	<p>54.1. The Bank and the Bidder/s shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution by formal arbitration.</p> <p>54.2. All such questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, the matter will be referred to a presiding arbitrator to be appointed by such Arbitrators in writing, before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the</p> <p>presiding arbitrator appointed by them, shall be final and binding on the parties. The Arbitration and Reconciliation Act, 1996 and any amendment and revisions, if any, thereof, shall apply to the arbitration proceedings and the venue of the arbitration shall be in New Delhi.</p>	<p>Bidder proposes the following changes to clause 54.2. "54.2. All such questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to three two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder and the third to be nominated jointly by such arbitrators. In the case of the said Arbitrators not agreeing, the matter will be referred to a presiding arbitrator to be appointed by such Arbitrators in writing, before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the presiding arbitrator appointed by them, shall be final and binding on the parties. The Arbitration and Reconciliation Act, 1996 and any amendment and revisions, if any, thereof, shall apply to the arbitration proceedings and the venue of the arbitration shall be in New Delhi."</p>	Please adhere to the terms of RFP
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224	71	54.2	All such questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, the matter will be referred to a presiding arbitrator to be appointed by such Arbitrators in writing, before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the presiding arbitrator appointed by them, shall be final and binding on the parties. The Arbitration and Reconciliation Act, 1996 and any amendment and revisions, if any, thereof, shall apply to the arbitration proceedings and the venue of the arbitration shall be in New Delhi.	Clause to be modified and read as under: All such questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by the Bank and the other to be nominated by the Bidder. In the case of the said Arbitrators not agreeing, the matter will be referred to a presiding arbitrator to be appointed by such Arbitrators in writing, before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the presiding arbitrator appointed by them, shall be final and binding on the parties. The Arbitration and Reconciliation Act, 1996 and any amendment and revisions, if any, thereof, shall apply to the arbitration proceedings and the venue of the arbitration shall be in New Delhi Mumbai.	Please adhere to the terms of RFP
225	72	Section III- EXECUTION OF WORK Clause 54 Dispute Resolution	The Arbitration and Reconciliation Act, 1996 and any amendment and revisions, if any, thereof, shall apply to the arbitration proceedings and the venue of the arbitration shall be in New Delhi.	We propose the venue of Arbitration as Mumbai. Further, we propose to incorporate the following: All costs associated with Arbitration shall be equally borne by the Parties unless specifically directed by the Arbitral Tribunal.	Please adhere to the terms of RFP
226	72	Section III- EXECUTION OF WORK Clause 55.4 Focre	Notwithstanding above, the decision of the Bank shall be final and binding on the Service Provider.	We propose deletion of this averment.	Please adhere to the terms of RFP
227	72	Section III- EXECUTION OF WORK Clause 56.1 Termination for Default	The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract.	We propose the following to be incorporated: The Bank before imposing any penalty shall provide a details of the claim along with a detailed notice of such claim together with relevant supporting documents. The penalty shall be imposed only on failure to rectify the default. Also, We suggest that both the Parties should be entitled to terminate the Agreement due to default on part of the other party.	Refer to Addendum 1

72	55. Force Majeure	<p>55.1. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bank or the Vendor, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, blockade caused by war, revolutions, civil commotion, mobilizations, strikes, plague or other epidemics, fire, flood, obstructions of navigation by ice of port of dispatch, acts of Govt. or public enemy or any other event beyond the control of either party which directly, materially and adversely affect the performance of any contractual obligation and events not foreseeable, but does not include any fault or negligence or carelessness on the part of the Bank or the Vendor, resulting in such a situation.</p> <p>55.2. The Vendor or the Bank is not responsible for delays or non-performance of any contractual obligations arising out of such Force Majeure events.</p> <p>55.3. If a force majeure situation arises, the Vendor shall notify the Bank in writing of such conditions and the change thereof immediately within five calendar days. Unless otherwise directed by the Bank, in writing, the Vendor shall continue to perform its obligations under the contract and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p> <p>55.4. In case the force majeure event is recognised and accepted by the Bank, 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 one month, the Bank and the Service Provider shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Service Provider</p>	<p>Bidder proposes that the clause be modified as follows:</p> <p>"55.1. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bank or the Vendor, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, blockade caused by war, revolutions, civil commotion, mobilizations, strikes, plague or other epidemics, pandemic, fire, flood, obstructions of navigation by ice of port of dispatch, acts of Govt. or public enemy or any other event beyond the control of either party which directly, materially and adversely affect the performance of any contractual obligation and events not foreseeable, but does not include any fault or negligence or carelessness on the part of the Bank or the Vendor, resulting in such a situation.</p> <p>55.2. The Vendor or the Bank is not responsible for delays or non-performance of any contractual obligations arising out of such Force Majeure events.</p> <p>55.3. If a force majeure situation arises, the Vendor shall notify the Bank in writing of such conditions and the change thereof immediately within five calendar days. Unless otherwise directed by the Bank, in writing, the Vendor shall continue to perform its obligations under the contract and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p> <p>55.4. In case the force majeure event is recognised and accepted by the Bank, 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 one month, the Bank and the Service Provider shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Service Provider</p>	Refer to Addendum 1
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229	72	55.1	For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bank or the Vendor, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, blockade caused by war, revolutions, civil commotion, mobilizations, strikes, plague or other epidemics, fire, flood, obstructions of navigation by ice of port of dispatch, acts of Govt. or public enemy or any other event beyond the control of either party which directly, materially and adversely affect the performance of any contractual obligation and events not foreseeable, but does not include any fault or negligence or carelessness on the part of the Bank or the Vendor, resulting in such a situation.	Force Majeure to include: "Terrorist attacks, cyber-attacks and breakage or accident to machinery or equipment or any other cause or causes beyond such Party's reasonable control, any other similar unforeseen events like Vandalism to be included."	Refer to Addendum 1
230	72	55.1	For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bank or the Vendor, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, blockade caused by war, revolutions, civil commotion, mobilizations, strikes, plague or other epidemics, fire, flood, obstructions of navigation by ice of port of dispatch, acts of Govt. or public enemy or any other event beyond the control of either party which directly, materially and adversely affect the performance of any contractual obligation and events not foreseeable, but does not include any fault or negligence or carelessness on the part of the Bank or the Vendor, resulting in such a situation.	Clause to be modified and read as under: For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the Bank or the Vendor, such as but not limited to, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, blockade caused by war, revolutions, civil commotion, mobilizations, strikes, plague or other epidemics, fire, flood, obstructions of navigation by ice of port of dispatch, terrorist attacks, cyber-attacks and break out of Epidemics/Pandemics or breakage or accident to machinery or equipment, acts of Govt. or public enemy or any other event beyond the control of either party which directly, materially and adversely affect the performance of any contractual obligation and events not foreseeable, but does not include any fault or negligence or carelessness on the part of the Bank or the Vendor, resulting in such a situation.	Refer to Addendum 1
231	72	56.1	The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract.	Clause to be modified (notice period days to be mentioned): The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default 90 days sent to the Vendor, may terminate the Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract.	Please adhere to the terms of RFP

232	73	56.5.2 and 56.5.3	56.5.2. The progress regarding the execution of the order accepted by the successful Bidder is found to be unsatisfactory or there is delay in execution of the contract. The Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same to the successful bidder. In this event, the selected Bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract/purchase order is cancelled. 56.5.3. Non-satisfactory performance the successful Bidder during implementation and operation.	The term "unsatisfactory" is vague and subjective. It is requested that the same be replaced with , "if the services and/or quality of goods are not in accordance with the terms and conditions agreed between the Parties."	Please adhere to the terms of RFP
233	74	58	Confidentiality	Requesting Bank to make the clause Mutual	Please adhere to the terms of RFP
234	75	Section III- EXECUTION OF WORK Clause 59.1 Limitation of Liability	"Vendor's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to	We propose that latest invoices raised by the Service Provider for the preceding 12 months shall be considered. Further the limitation of liability obligation to be applicable to indemnity obligation also.	Please adhere to the terms of RFP
235	75	Section III- EXECUTION OF WORK Clause 60.1 Governing law & Disputes	The Bid and the subsequent Contract with the successful Bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts in New Delhi.	We propose the following change in red font: The Bid and the subsequent Contract with the successful Bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts in New-Delhi Mumbai.	Please adhere to the terms of RFP

236	75	59 Limitation of Liability	<p>59.1. "Vendor's aggregate liability for actual direct damages shall be limited to a maximum of the Contract Value, provided that this limit shall not apply to</p> <p>(1) the indemnity for infringement of third-party intellectual property rights of any nature; or (2) bodily injury (including death) and damage to real property and tangible personal property caused by Vendor's wilful misconduct or gross negligence; or (3) breach of confidentiality obligations of the Vendor (4) other indemnity obligations as contained in this RFP or in the contract</p> <p>59.2. Vendor shall not in any event be liable for any indirect or consequential damages, or for loss of profit, business, revenue, anticipated savings or data, or third party claims except with respect to bodily injury (including death) and damage to real and tangible personal property for which Vendor is legally liable. For the purposes of this Section, "Contract Value" at any given point in time, means the aggregate value of purchase orders placed by Bank on the Vendor under this project.</p>	<p>The Bidder proposes its standard language: "EXCLUDED DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY, OR OTHERWISE, ARISING UNDER OR RELATED TO THIS AGREEMENT OR ANY ORDER, FOR: (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES; (B) LOSS OF PROFITS OR REVENUE (OTHER THAN IN AN ACTION BY NCR ATLEOS TO RECOVER AMOUNTS OWED); OR (C) LOSS OF REPUTATION, GOODWILL, TIME, OPPORTUNITY, DATA, OR ACCESS TO DATA. As used in this Section, a "party" includes its Affiliates, employees, agents, contractors, and suppliers when acting in that capacity with respect to an Order, and any persons or entities claiming by or through that party.</p> <p>LIABILITY CAP. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY AMOUNT GREATER THAN THE CUMULATIVE PURCHASE PRICE, FEES, AND CHARGES SET FORTH IN THE PRODUCT ORDER(S) AT ISSUE, OR IN THE CASE OF AN ORDER FOR ANNUITY SERVICES, ANY AMOUNT GREATER THAN THE TOTAL ANNUAL FEES CHARGED BY BIDDER FOR THE SERVICES GIVING RISE TO THE LIABILITY. Notwithstanding the foregoing, this Paragraph does not limit a party's liability for (i) breaching its obligations under the "Confidentiality" Section; or (ii) bodily injury, including death, to the extent caused by its negligence or willful misconduct.</p> <p>EACH CLAUSE AND PHRASE OF THIS SECTION IS SEPARATE FROM EACH OTHER CLAUSE AND PHRASE, AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY, ANY TERMINATION OF THIS AGREEMENT, OR SEVERABILITY OF ANY CLAUSE OR PHRASE IN THIS AGREEMENT."</p>	Please adhere to the terms of RFP
237	76	Section III- EXECUTION OF WORK Clause 61.1 Data Protection	<p>Web portal will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per law & practices to be adopted and implemented by bidder. Any breach of this Condition by the bidder shall be deemed to be a material breach of the Contract and the Bidder shall indemnify Bank from the against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by Bank which arise as a result of such breach.</p>	<p>We propose the following changes marked in red font: Web portal will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per law & practices to be adopted and implemented by bidder. Any breach of this Condition by the bidder shall be deemed to be a material breach of the Contract and the Bidder shall indemnify Bank from the against any proven costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by Bank attributable to the bidder which arise as a result of such breach in lieu of the scope of services.</p>	Please adhere to the terms of RFP

238	76	61 Data Protection	61.1. Successful bidder will comply with the digital personal data protection Act,2023 and will comply with all privacy and data protection provisions. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information. Web portal will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per law & practices to be adopted and implemented by bidder. Any breach of this Condition by the bidder shall be deemed to be a material breach of the Contract and the Bidder shall indemnify Bank from the against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by Bank which arise as a result of such breach.	Bidder suggests deletion of the portion highlighted in Red as this relates to indemnity which is covered under Section 63.	Please adhere to the terms of RFP
239	77	Section III- EXECUTION OF WORK Clause 63 Indemnity	The Bidder [the "Indemnifying Party"] undertakes to indemnify, hold harmless the Bank [the "Indemnified Party"] from and against all claims, liabilities, losses, expenses [including reasonable advocates' fees, counsel's fees], fines, penalties, taxes or damages	<p>We propose the following changes marked in red font:</p> <p>Subject to adherence to provisions of reconciliation process and and limitation of liability, the Bidder [the "Indemnifying Party"] undertakes to indemnify, hold harmless the Bank [the "Indemnified Party"] from and against all proven claims, liabilities, losses, expenses including reasonable advocates' fees, counsel's fees, fines, penalties, taxes or damages....</p> <p>The Indemnities shall always be subject to the adherence of the reconciliation process and limit on liability.</p> <p>Bank, shall, while making any indemnity claim, provide a detailed notice of such claim, together with relevant supporting documents. The Service Provider shall not be responsible under indemnity provisions in this Agreement to the extent that loss is attributable to the negligence and/or breach of this Agreement or breach of Applicable laws by Bank or its employees or for any services that is availed by Bank outside the scope of this Agreement.</p>	Please adhere to the terms of RFP

77	63 Indemnity	<p>63.1. The Bidder [the "Indemnifying Party"] undertakes to indemnify, hold harmless the Bank [the "Indemnified Party"] from and against all claims, liabilities, losses, expenses [including reasonable advocates' fees, counsel's fees], fines, penalties, taxes or damages [Collectively called "Loss"] which the Bank may suffer or incur on account of any deficiency in Services rendered by the Vendor or any acts of commission/omission on the part of employees, agents, representatives, or sub- contractors of the Vendor or on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity [including the Indemnified Party] attributable to the Indemnifying Party's negligence or wilful default in performance or non- performance or any fraud and against all third party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by Vendor under this RFP or the Agreement.</p> <p>63.2. The Bidder shall, at its own expense, defend and indemnify the Bank against all third- party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by Vendor.</p> <p>63.3. Vendor will provide infringement remedies and indemnities for third party products, on a pass-through basis. The Vendor shall expeditiously have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be fully responsible to pay such compensation along with all costs, damages and advocates'/counsel's fees and other expenses that a court may finally award, in the event of the matter being adjudicated by a court or that is included in a Vendor approved settlement. The Bank will issue notice to the Vendor of any such claim without delay and provide reasonable assistance to the Vendor in disposal of such claim, and shall at no time admit to any liability for, or express any intent, to settle the claim. The Vendor shall also reimburse all incidental costs, which the Bank incurs in this regard.</p> <p>63.4. If such a claim is made or appears likely to be made, the Bidder agrees to enable the Bank to continue to use the Product, or to modify it, provided no order otherwise has</p>	<p>The Bidder ("Defending Party") will: (i) at its expense, defend the other against any Third Party Claim; and (ii) indemnify the Bank ("Claiming Party") by paying the damages, costs, and attorneys' fees with respect to the Third Party Claim that are either awarded against the Claiming Party in a final, non-appealable court judgment, or required to be paid by the Claiming Party in a settlement of the Third Party Claim that the Defending Party has agreed to in writing. As used in this Section, a "Third Party Claim" means a suit brought against the Claiming Party by a third party to the extent the suit alleges Defending Party's Gross Negligence or Wilful Misconduct resulting into damages arising from (a) personal injury or death, or damage to tangible personal property; (b) the intentional and unauthorized use or disclosure of Confidential Information caused by the Defending Party; or (c) Infringement of Intellectual Property Rights of a third party; (d) violation of laws applicable to the Defending Party.</p> <p>b) The Defending Party's obligations set forth in Section b are subject to the Claiming Party (a) providing the Defending Party prompt written notice that the Third Party Claim has been threatened or brought, whichever is sooner (the "Claim Notice"); (b) providing the Defending Party sole control of the defense and any appeal or settlement (at the Defending Party's discretion) of the Third Party Claim (collectively, "Defense or Settlement"); (c) cooperating with the Defending Party (including providing relevant documentation and information) with respect to the Defense or Settlement; and (d) complying with all court orders. If the Claiming Party's delay in providing the Claim Notice causes detriment to the Defending Party with respect to the defense or resolution of the Third Party Claim, the obligations set forth in Section b will not apply to the Third Party Claim to the extent of such detriment. Notwithstanding any other provision of this Agreement, the Defending Party is not responsible for any fees (including attorneys' fees), expenses, costs, judgments, or awards that are incurred prior to the defending party's receipt of the Claim Notice from the Claiming Party. The Defending Party will have the sole right to select counsel. The Claiming Party may, at its sole expense, engage additional counsel of its choosing for purposes of conferring with the Defending Party's counsel.</p> <p>c) The obligations set forth in this Section will not apply to a Third Party Claim if it is based on, caused by, or results from: (a) the Defending Party's compliance with the Claiming Party's requirements or instructions; (b) the Claiming Party's failure to comply with its obligations under this Agreement; (c) acts or omissions of the Claiming Party or any third parties; or (d) any product or service not provided by Defending Party to you.</p> <p>d) THIS SECTION SETS FORTH THE DEFENDING PARTY'S ENTIRE OBLIGATIONS, AND THE CLAIMING PARTY'S EXCLUSIVE REMEDIES, WITH RESPECT TO THIRD PARTY CLAIMS.</p>	Please adhere to the terms of RFP
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		<p>been passed by a court, or replace it with one that is at least functionally equivalent. If Bidder determines that none of these alternatives is reasonably available, the Bank agrees to return the Product to Bidder on its written request, upon which the Bidder will then give the Bank a credit equal to:</p> <p>63.4.1. For equipment, its invoice value as paid by the Bank to the Bidder.</p> <p>63.4.2. For Materials, the amount the Bank paid Bidder for the creation of the Materials.</p> <p>63.5. This Section stipulates Bidder's entire obligation to the Bank regarding any claim of infringement. Bidder has no obligation regarding any such claim based on:</p> <p>63.5.1. Anything the Bank provides which is incorporated into a Product or Bidder's compliance with any designs, specifications, or instructions provided by the Bank or by a third party on the Bank's behalf.</p> <p>63.5.2. Bank's modification of a Product's use in other than its Specified Operating Environment.</p> <p>63.6. The Bidder shall also indemnify the Bank against all losses, damages, claims, counter claims, suits, penalties and costs which the Bank may face on account of:</p> <p>63.6.1. Bodily injury (including death) and damage to real property and tangible personal property caused by Bidder's negligence on the part of the Bidder's employees, agents or representatives.</p> <p>63.6.2. Any claim or proceeding brought by a third party against the Bank as a consequence of the above.</p> <p>63.6.3. Any claim made upon and any action taken against the Bank by any statutory authority or Court on account of the Bidder's failure to comply with any laws, orders and regulations applicable to the performance by Bidder of its obligations under this Agreement.</p> <p>63.7. In the event of the Vendor not fulfilling its obligations under this clause within the period specified in the aforesaid notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the Vendor under the contract.</p> <p>63.8. The indemnities under this clause are in</p>	<p>e) LIABILITY CAP. Save and except for (a) above, under no circumstances shall either party be cumulatively liable to the other during the entire term of the agreement for any amount greater than the total fees and charges charged by supplier during the preceding 12 months for the services giving rise to the liability.</p> <p>f) NEITHER PARTY WILL BE LIABLE TO THE OTHER, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY, OR OTHERWISE, ARISING UNDER OR RELATED TO THIS AGREEMENT OR ANY ORDER, FOR: (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES; (B) LOSS OF PROFITS OR REVENUE (OTHER THAN IN AN ACTION BY NCR TO RECOVER AMOUNTS OWED); OR (C) LOSS OF REPUTATION, GOODWILL, TIME, OPPORTUNITY, DATA, OR ACCESS TO DATA. RECOVERY OF PENALTY OR SERVICE CREDITS WILL BE BANK'S SOLE REMEDY AND SUPPLIER'S SOLE LIABILITY FOR SERVICE LEVEL FAILURE.</p> <p>g) For damages arising out of breach of duty, Bidder's liability is unlimited for bodily injury including death, or damage to tangible property of the Bank to the extent caused by its gross negligence or willful misconduct. Except as mentioned in the previous sentence, under no circumstances shall Bidder be cumulatively liable to the Bank during the entire term of the agreement for any amount greater than the total fees and charges charged by supplier during the preceding 12 months for the services giving rise to the liability. Bank's claim for damages directly resulting from breach of duty by Bidder for which there is no specific remedy available in the Agreement and which the Bidder fails to remedy within a cure period of 30 days, will be made by notice to the Bidder. The Bank will provide necessary satisfactory particulars with necessary evidence, as requested by the Supplier to conclusively assess breach and the estimate of damages. Acceptance of information or evidence should not be an admission of liability on behalf of Bidder. Any dispute about claim or claimed damages by the Bank will be resolved by Dispute Resolution Procedure.</p> <p>h) If a Product/ Equipment supplied by Bidder does not materially conform to its warranty and the Bank gives the Bidder notice during the warranty period, the Bidder will at its discretion correct, repair, or replace the Product, or if applicable re-perform the Service, at no charge to the Bank. If the Bidder is unable to do so within a reasonable time, and the Bank requests a refund in writing within 30 days after Bank's initial notice, the Bidder will refund the purchase price. The Bidder may require return of nonconforming Products prior to issuing a refund. Refunds for nonconforming Annuity Services will not exceed the payment made to Bidder for the then-current billing period. Supplier's liability for warranty claims is conclusively regulated in by this Section.</p>	
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			<p>addition to and without prejudice to the indemnities given elsewhere in this RFP or the agreement.</p> <p>63.9. The obligations set forth in this Section will not apply to an Intellectual Property claim if the alleged infringement is based on, caused by, or results from: (a) Bidder's compliance with any of Bank's designs, specifications, or instructions; (b) modification of the Bidder product other than by Bidder; (c) use of the Bidder product other than as provided by this Agreement; (d) use of other than the latest Bidder product version Bidder has made available or provided to the Bank; or (e) combination or use of the Bidder product with any product or service not provided to the Bank by Bidder</p> <p>63.10. The Vendor must indemnify the Bank against all losses, liabilities, damages, and costs attributable to any breach of data security, unauthorized data disclosure, or any infringement of data protection laws that occur due to the Vendor's actions or omissions.</p> <p>63.11. In the event of a data breach, the Vendor is required to notify the Bank within 24 hours of discovering the breach. The notification must include</p> <ul style="list-style-type: none">§ Details of the data affected§ The suspected cause of the breach§ The proposed measures to be taken to mitigate the breach's effects§ Steps planned to prevent future breaches		
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241	77	63.1	<p>The Bidder [the "Indemnifying Party"] undertakes to indemnify, hold harmless the Bank [the "Indemnified Party"] from and against all claims, liabilities, losses, expenses [including reasonable advocates' fees, counsel's fees], fines, penalties, taxes or damages [Collectively called "Loss"] which the Bank may suffer or incur on account of any deficiency in Services rendered by the Vendor or any acts of commission/omission on the part of employees, agents, representatives, or sub-contractors of the Vendor or on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity [including the Indemnified Party] attributable to the Indemnifying Party's negligence or wilful default in performance or non- performance or any fraud and against all third party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by Vendor under this RFP or the Agreement.</p>	<p>Clause to be modified and read as under: The Bidder [the "Indemnifying Party"] undertakes to indemnify, hold harmless the Bank [the "Indemnified Party"] from and against all actual and direct claims, liabilities, losses, expenses [including reasonable advocates' fees, counsel's fees], fines, penalties, taxes or damages [Collectively called "Loss"] which the Bank may suffer or incur on account of any deficiency in Services rendered by the Vendor or any acts of commission/omission on the part of employees, agents, representatives, or sub-contractors of the Vendor or on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity [including the Indemnified Party] attributable to the Indemnifying Party's negligence or wilful default in performance or non- performance or any fraud and against all third party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by Vendor under this RFP or the Agreement.</p>	Please adhere to the terms of RFP
242	77	63.2	<p>The Bidder shall, at its own expense, defend and indemnify the Bank against all third- party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by Vendor.</p>	<p>Clause to be modified and read as under: The Bidder shall, at its own expense, defend and indemnify the Bank against all actual and direct third- party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by Vendor.</p>	Please adhere to the terms of RFP

243	78	63.6	<p>63.6. The Bidder shall also indemnify the Bank against all losses, damages, claims, counter claims, suits, penalties and costs which the Bank may face on account of:</p> <p>63.6.1. Bodily injury (including death) and damage to real property and tangible personal property caused by Bidder's negligence on the part of the Bidder's employees, agents or representatives.</p> <p>63.6.2. Any claim or proceeding brought by a third party against the Bank as a consequence of the above.</p> <p>63.6.3. Any claim made upon and any action taken against the Bank by any statutory authority or Court on account of the Bidder's failure to comply with any laws, orders and regulations applicable to the performance by Bidder of its obligations under this Agreement.</p>	<p>Clause to be modified and read as under:</p> <p>63.6. The Bidder shall also indemnify the Bank against all actual and direct to the extent directly caused by the Bidder's proven negligence or breach of its obligations under this Agreement, and subject to the terms and limitations of this Agreement including losses, damages, claims, counter claims, suits, penalties and costs which the Bank may face on account of:</p> <p>63.6.1. Bodily injury (including death) and damage to real property and tangible personal property to the extent caused by the negligence or willful misconduct of the caused by Bidder's negligence on the part of the Bidder's employees, agents or representatives.</p> <p>63.6.2. Any claim or proceeding brought by a third party against the Bank as a consequence of the above.</p> <p>63.6.3. Any claim made upon and any action taken against the Bank by any statutory authority or Court on account of the Bidder's failure to comply with any laws, orders and regulations applicable to the performance by Bidder of its obligations under this Agreement.</p>	Please adhere to the terms of RFP
244	79	64.1	<p>Vendors must obtain written approval from the Bank before engaging any subcontractors. This approval must be specific to each subcontractor and include a detailed description of the tasks to be subcontracted. The Vendor should provide full disclosure of the subcontractor's qualifications, past performance, and potential conflicts of interest.</p>	<p>Request bank to revised this clause as" Vendors must obtain written approval from the Bank before engaging any subcontractors, such approval shall not be unreasobaly withheld . This approval must be specific to each subcontractor and include a detailed description of the tasks to be subcontracted. The Vendor should provide full disclosure of the subcontractor's qualifications, past performance, and potential conflicts of interest".</p>	Please adhere to the terms of RFP
245	80	Section III- EXECUTION OF WORK Clause 65 Set off	<p>The Bank reserves the right to set off any amount owed by the Vendor to the Bank against any sum that the Bank owes to the Vendor. This includes, but is not limited to, liabilities arising from underperformance, penalties, damages, or any other contractual obligations not met by the Vendor.</p>	<p>We propose deletion of this clause.</p> <p>As per our internal process, we cannot agree for adjustment/set-off of any amounts from our invoices. We propose that debit/credit notes may be issued for any such adjustments.</p>	Please adhere to the terms of RFP

246	80	65 Set Off	<p>65.1. Without prejudice to other rights and remedies available to the Bank, Bank shall be entitled to set off or adjust any amounts due to the Bank from Vendor against any payments due and payable by Bank to Vendor for the services rendered.</p> <p>65.2. The Bank reserves the right to set off any amount owed by the Vendor to the Bank against any sum that the Bank owes to the Vendor. This includes, but is not limited to, liabilities arising from underperformance, penalties, damages, or any other contractual obligations not met by the Vendor.</p> <p>65.3. If the Vendor fails to meet the performance standards specified in the contract or in this RFP, resulting in penalties or the need for remedial actions, costs incurred by the Bank can be recovered through set off.</p> <p>65.4. If audits reveal that the Bank has overpaid the Vendor at any point, the excess amount can be set off against future payments.</p> <p>65.5. Any damages the Bank incurs due to Vendor negligence, non-compliance, or breach of contract can be recovered via set off.</p> <p>65.6. In the event of contract termination due to Vendor fault, any costs associated with transition or shutdown activities that the Bank incurs can be set off against the final settlement.</p>	Bidder would like to request bank to provide a Cure period of 60 days before executing any of these Exit clauses.	Please refer Page 97 point no.(.ix)
247	81	Section III- EXECUTION OF WORK Clause 68 Inspection	Entire clause	The Bank may, before conducting any such inspection, inform the Bidder well in advance, by serving an intimation of not less than 3 (three) working days.	Refer to Addendum 1

248	82	69 Audit	<p>69.1. The Vendor shall allow the Bank to audit the functionality, security, processes etc., of operations of the ATMs and related applications, database, infrastructure, channels and records, directly related to the services and allow access to its authorized personnel, its auditors (internal and external), authorized personnel from Reserve Bank of India (RBI) / other regulatory and statutory authorities. In case any of the services are further outsourced/assigned/ subcontracted with prior permission of the Bank to other Vendors, it will be the responsibility of the Vendor to ensure that the authorities / officials as mentioned above are allowed access to all the related places. The audit shall be conducted (as per Bank requirement) and the frequency shall be as per the Bank's requirement. The Vendor shall ensure that adequate resources having the technical expertise are provided to support, demonstrate and conduct this activity without any additional charges.</p> <p>69.2. The Bidder is expected to close any gaps/vulnerabilities/defects identified by the Bank's auditors, officers, third parties, regulators etc without any additional cost to the Bank.</p> <p>69.3. The Bidder has to ensure compliance of Information Security provisions/guidelines according to policy of the Bank and mitigate the risk, if any, within the stipulated time without any additional cost to Bank.</p> <p>69.4. In line of above, the successful Bidder shall ensure that all regulatory, Statutory, Local Administration requirements are adhered to subsequently while undertaking deliverable services over the period of contract without any additional cost to Bank.</p> <p>69.5. Compliance with security best practices may be monitored by periodic computer/information security audit performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audit plan may include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it</p>	<p>Bidder proposes its standard language: "Bidder shall maintain usual and proper accounting records and books, including usual and proper entries relating to compliance with this Agreement, and permit you to audit the same (not more than once per year) during normal business hours upon reasonable advance written notice. The records and books and results of any audit are deemed confidential. The cost of audit shall be borne by the Bank. The Bidder shall have no obligation to share any business sensitive information, trade secrets, costs, margins etc. as part of the audit."</p>	Please adhere to the terms of RFP
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			<p>necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Bidder shall afford the Bank's representative's access to the Bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Bidder must provide the Bank access to various monitoring and performance measurement system (both manual and automated). The Bank has the right to get the monitoring and performance</p> <p>measurement systems (both manual and automated) audited without prior notice to the Bidder.</p> <p>69.6. The Bidder has to submit a certificate of audit of their systems and networks conducted by empanelled CERT- In auditors. VAPT should be conducted on quarterly basis by the Bidder and ensure no open VAPT observation</p>		
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249	83	70.1	Splitting of the Bids: The Bank intends to award the entire contract to the L1 Bidder (the technically qualified bidder quoting the lowest price). The Bank reserves the right to negotiate with the L1 Bidder to ensure the most competitive pricing. In the event the L1 Bidder backs out, fails to honor the commitment, or is unable to supply the offering as per the RFP requirements, the Bank reserves the right to cancel the award and may, at its sole discretion, offer the contract to the next lowest bidder (L2) at the L1 price, or invite fresh bids	We request the Bank to consider splitting the bid between L1 and L2 bidders in a 60:40 ratio. This approach will help in ensuring operational efficiency, reducing dependency on a single vendor, and mitigating execution risks while maintaining healthy competition.	Please adhere to the terms of RFP
250	88	Section V- General Terms & Conditions Clause 83.3	Bidder shall not recruit employees or ex-employees of the Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees or ex-employees of the Bank directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis.	We propose deletion of this Clause as per our internal policy.	Please adhere to the terms of RFP
251	90	Section V- General Terms & Conditions Clause 83.3 (General Order Terms:)	Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including Hardware, Software & other items provided to the Bank under this RFP and the Vendor shall extend all cooperation in this regard.	The Bank may, before conducting any such inspection, inform the Bidder well in advance, by serving an intimation of not less than 3 (three) working days.	Refer to Addendum 1
252	92	Section V- General Terms & Conditions Clause 90.3 (Intellectual Property Rights)	The indemnification obligation stated in this clause apply only in the event that the Bank provides the Bidder prompt written notice of such claims, grants the Bidder sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the Bidder].	We propose deletion of the following as this may be case-to-case-basis. The indemnification obligation stated in this clause apply only in the event that the Bank provides the Bidder prompt written notice of such claims, grants the Bidder sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the Bidder].	Please adhere to the terms of RFP

253	94	Section V- General Terms & Conditions Clause 97.1 (Legal Disputes and Jurisdiction of the court)	These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.	We propose to add the following: The Indemnities shall always be subject to the adherence of the reconciliation process and limit on liability. Bank, shall, while making any indemnity claim, provide a detailed notice of such claim, together with relevant supporting documents. The Service Provider shall not be responsible under indemnity provisions in this Agreement to the extent that loss is attributable to the negligence and/or breach of this Agreement or breach of Applicable laws by Bank or its employees or for any services that is availed by Bank outside the scope of this Agreement.	Refer to Addendum 1
254	94	97	Legal Disputes and Jurisdiction of the court	Requesting Bank to make the clause Mutual	Please adhere to the terms of RFP
255	94	95. Hiring of Existing/Ex/Retired Employees of the Bank:	95.1. Bidder or any of its subcontractors shall not hire any of the existing/ex/retired employees of the Bank during the contract period or after the closure/ termination of contract even if existing/ ex/retired employee actively seek employment from the Bidder or any of its subcontractors. The period / duration after the date of resignation/retirement/ termination after which the existing/ ex/ retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank.	Bidder proposes that the clause be revised as below: "The BIDDER or any of its subcontractors shall not hire any of the existing/ ex/retired employees of the Bank directly engaged in the services specified in this RFP during the contract period or for one year after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the Bidder/VENDOR/ SERVICE PROVIDER or sub-contractor(s) . The period /duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank. "	Please adhere to the terms of RFP

95	90 Intellectual Property Rights	<p>90.1. Bidder warrants that the ATMs or other goods, equipment, parts and services provided shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The Bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third-party intellectual property rights, if any.</p> <p>90.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, Bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non- infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse</p> <p>Bank for any amounts paid to Bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the Bank to use the proposed solution/service.</p> <p>90.3. The indemnification obligation stated in this clause apply only in the event that the Bank provides the Bidder prompt written notice of such claims, grants the Bidder sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the Bidder]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the Bank make any payment or bear any other substantive obligation without the prior written consent of the Bank. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed</p>	<p>Bidder proposes its standrad language: "Bidder will: (a) at its expense defend the Bank against any IP Claim; and (b) indemnify Bank by paying the damages, costs, and attorneys' fees with respect to the IP Claim that are either awarded against Bank in a final, non-appealable court judgment, or required to be paid by Bank in a settlement of the IP Claim that Bidder has agreed to in writing. As used in this Section, an "IP Claim" means a suit brought against the Bank by a third party to the extent the suit alleges that Bank's use of a Product infringes a patent, copyright, or other intellectual property right of the third party. For the purposes of this Section only, a "Product" includes any Diagnostic Tools that Bidder provided with that Product as described in the "Diagnostic Tools" Section.</p> <p>Bidder's obligations set forth in this Section are subject to the Bank: (a) providing Bidder prompt notice that the IP Claim has been threatened or brought, whichever is sooner (the "Claim Notice"); (b) providing Bidder sole control of the defense and any appeal or settlement (at Bidder's discretion) of the IP Claim (collectively, "Resolution"); (c) cooperating with Bidder (including providing relevant documentation and information) with respect to the IP Claim or Resolution; and (d) complying with all court orders. If Bank's delay in providing the Claim Notice causes detriment to Bidder with respect to the Resolution, Bidder's obligations set forth in this Section will not apply to the IP Claim to the extent of such detriment. Notwithstanding any other provision of this Agreement, Bidder is not responsible for any fees (including attorneys' fees), expenses, costs, judgments, or awards that are incurred prior to Bidder's receipt of the Claim Notice from Bank. Bidder will have the sole right to select counsel. Bank may engage additional counsel of it's choosing at it's expense for purposes of conferring with Bidder's counsel.</p> <p>The obligations set forth in this Section will not apply to an IP Claim if the alleged infringement is based on, caused by, or results from: (a) Bidder's compliance with any of Bank's designs, specifications, or instructions; (b) modification of the Product other than by Bidder; (c) use of the Product other than as provided by this Agreement; (d) use of other than the latest Product version Bidder has made available or provided to Bank; or (e) combination or use of the Product with any product or service not provided to you by Bidder.</p> <p>If an intellectual property infringement allegation is brought or threatened against the Product, or Bidder believes that such an allegation may be brought or threatened, Bidder may: (a) obtain a license for the Product; (b) modify the Product; or (c) replace the Product with a product having substantially the same functionality. If Bidder in its discretion determines that none of the foregoing is available on a reasonable basis, then if the Product is a Service Bidder may upon notice cease providing the Service and refund the unused portion of any prepaid fee for the Service; or if the Product is not a Service, upon notice from Bidder, Bank will promptly return the Product to Bidder, and Bidder will refund the price the Bank paid Bidder for the</p>	Please adhere to the terms of RFP
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			<p>thereby. 90.4. The Bidder acknowledges that business logics, workflows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software</p>	<p>Product, less depreciation on a five-year straight-line basis. THIS SECTION SETS FORTH BIDDER'S ENTIRE OBLIGATIONS, AND BANK'S EXCLUSIVE REMEDIES, WITH RESPECT TO THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT, INCLUDING ANY IP CLAIM.</p>	
257	95	97.3	<p>97.3. All disputes, controversies, or claims arising out of or in relation to this RFP or the contract agreement, including but not limited to its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be adjudicated exclusively by the courts located in New Delhi, India.</p>	<p>Clause to be modified and read as under: 97.3. All disputes, controversies, or claims arising out of or in relation to this RFP or the contract agreement, including but not limited to its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be adjudicated exclusively by the courts located in New Delhi Mumbai, India.</p>	<p>Please adhere to the terms of RFP</p>

258	95	99.1	<p>99.1. The successful Bidder(s) shall be required to enter into a contract with Bank within 30 days of the award of contract or within such extended period as may be specified by Bank. Initially contract will be signed for a term of five (5) years. Thereafter contract may be extended for two year (2) as per the discretion of the Bank on the same terms and conditions. The contract will be reviewed on quarterly basis subject to satisfactory performance of the Bidder. However, if in any case it is found that the services offered are not satisfactory, the Bank may consider termination of the contract and forfeiture of the performance Guarantee.</p>	<p>The word "Satisfactory performance" to be removed. It is subjective and may lead to disputes over what constitutes satisfactory. It should be subject to mutually agreed terms.</p>	<p>Please adhere to the terms of RFP</p>
259	96	<p>Section V- General Terms & Conditions Clause 101 (Termination of Contract)</p>	<p>If the Termination is on account of failure of the successful bidders to perform the obligations under this RFP contract, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected bidder.</p>	<p>We suggest deletion of this averment</p>	<p>Please adhere to the terms of RFP</p>

260	96	101 Termination of Contract	<p>If the Termination is on account of failure of the successful bidders to perform the obligations under this RFP contract, the Bank shall have the right to invoke the Performance Bank Guarantee(s) given by the selected bidder. The Bank will be entitled to terminate this Contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:</p> <p>(i) The selected bidder commits a breach of any of the terms and conditions of the bid.</p> <p>(ii) The Successful bidders goes into liquidation voluntarily or otherwise.</p> <p>(iii) An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.</p> <p>(iv) The progress regarding the execution of the order accepted by the selected bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.</p> <p>(v) If deductions on account of liquidated damages exceeds more than 10%.</p> <p>(vi) Non-satisfactory performance of the selected bidder during delivery and installation.</p> <p>(vii) An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.</p> <p>(viii) Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.</p> <p>(ix) Bank shall serve the cure-cum-termination notice to the bidder at least 30 days prior, of its intention to terminate services. If the performance is not cured to the satisfaction of Bank within 30 days, termination will be effected.</p> <p>(x) Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate</p>	Bidder suggests deletion of this clause as section 56 on page 73 already covers termination for default.	Please adhere to the terms of RFP
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			<p>sources at the risk, cost and responsibility of the selected bidder.</p> <p>(xi) Selected bidder or its sub-contractors are found to be indulging in frauds.</p> <p>(xii) The Bank suffers a reputation loss on account of any activity of successful bidders penalty is levied by regulatory authority.</p>		
261	96	101	vi - Non-satisfactory performance of the selected bidder during delivery and installation.	The word "Satisfactory performance" to be removed. It should be in accordance with terms of Agreement.	Please adhere to the terms of RFP

262	101	Annexure C-Confirmation to Eligibility Criteria	Bidder should have provided ATM Managed services for at least 3000 ATMs/CRMs in India for single scheduled commercial Bank at least one year at any time during last three F.Y year (01.04.2022 to 31.12.2025). The managed services provided should include all the below mentioned services	We would request the bank to revised the clause to "Bidder should have provided ATM Managed services for at least 1500 ATMs/CRMs in India for single scheduled commercial Bank at least one year at any time during last three F.Y year (01.04.2022 to 31.12.2025). The managed services provided should include all the below mentioned services"	Refer to Addendum 1
263	101	Annexure C-Confirmation to Eligibility Criteria	3. Bidder should have provided ATM Managed services for at least 3000 ATMs/CRMs in India for single scheduled commercial Bank at least one year at any time during last three F.Y year (01.04.2022 to 31.12.2025). The managed services provided should include all the below mentioned services; 1. ATM Help Desk, Remote Monitoring of ATM Network, First Line Maintenance (FLM) services and incident Management. 2. Cash Management & Replenishment. 3. EJ Pulling activities. 4. Content distribution services. 5. Housekeeping.	Bidder would like to inform bank whether they need Certificate for doing Cash Replenishment and Housekeeping also for 3000 sites as these are very high nos for any bidder to perform such activity. Reqeust bank to reduce these nos in proportion to the Offsites they are offering and reduce these nos accordingly.	Refer to Addendum 1

264	101	<p>Bidder should have provided ATM Managed services for at least 3000 ATMs/CRMs in India for single scheduled commercial Bank at least one year at any time during last three F.Y year (01.04.2022 to 31.12.2025). The managed services provided should include all the below mentioned services;</p> <ol style="list-style-type: none"> 1. ATM Help Desk, Remote Monitoring of ATM Network, First Line Maintenance (FLM) services and incident Management. 2. Cash Management & Replenishment. 3. EJ Pulling activities. 4. Content distribution services. 5. Housekeeping. 	<p>3. Annexure C- Confirmation to Eligibility Criteria (Point No: 3)</p>	<p>The bidder should be an OEM of the ATM Monitoring & Management Solution. The proposed platform should be operational in any one of the PSU or Private bank on atleast 1000 ATMs/CRMs of minimum 3 different OEMs' ATMs/CRMs as on the date of bidding. The Proposed solution should provide all of the below mentioned services;</p> <ol style="list-style-type: none"> 1) ATM remote monitoring 2) Ticketing & Incident Management 3) EJ Pulling activities 4) Content distribution services 5) ATM Help Desk 6) Cash Forecasting 7) Cash Management and Replacement 8) House Keeping <p>(2) For Cash Management and House Keeping services, outsourced partner credentials from a PSU or Private bank will suffice.</p>	<p>Refer to Addendum 1</p>
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265	102	3. Annexure C-Confirmation to Eligibility Criteria - 6	The bidder should have minimum average annual turnover of Rs.250.00 Crore in the last 3 financial years i.e. 2022-23, 2023-24 and 2024-25 as per the audited balance sheet available at the time of submission of tender. In case the audited financials for the year 2024-25 is not finalized, audited balance sheet of 2023-24 should be submitted. If the audited financials for the year 2024-25 is not finalized, Bidder should also provide certificate that audit is not completed. This must be the individual company turnover and not that of any group of companies	As bank should look for prospective bidders those are financially stable. Hence we request bank to change the clause to ---- " Bidder should have minimum annual turnover of 500 Crore in the last 3 financial years i.e. 2022-23, 2023-24 and 2024-25 as per the audited balance sheet available at the time of submission of tender. In case the audited financials for the year 2024-25 is not finalized, audited balance sheet of 2023-24 should be submitted. If the audited financials for the year 2024-25 is not finalized, Bidder should also provide certificate that audit is not completed. This must be the individual company turnover and not that of any group of companies	Please adhere to the terms of RFP
266	102	Annexure C-Confirmation to Eligibility Criteria	Bidder should have valid ongoing ATM Managed services contracts minimum for 4000 ATMs and cash replenishment services contracts minimum for 1000 ATMs as on 31.12.2025.	We would request the bank to revised the clause to "Bidder should have valid ongoing ATM Managed services contracts minimum for 3000 ATMs and cash replenishment services contracts minimum for 1000 ATMs as on 31.12.2025"	Refer to Addendum 1
267	102	Annexure C-Confirmation to Eligibility Criteria	5. Bidder should have valid ongoing ATM Managed services contracts minimum for 4000 ATMs and cash replenishment services contracts minimum for 1000 ATMs as on 31.12.2025.	Bidder would like to inform bank that this Point is contradicting to point nos 3 . Bidder would like bank to confirm whether they need letter from bank for 4000 machine or 3000 machine Managed services. Also Bidder would like to inform bank to confirm that whether bidder can provide letter for OPEX contract closed with bank as the bidder provides all these services under those contract too.	Refer to Addendum 1

268	102	The bidder should have owned operated Managed service centre situated in India either in own premises or managed premises, which should have been in operation for at least 3 years. The management center should have Disaster Recovery and Business Continuity Plan in place	3. Annexure C- Confirmation to Eligibility Criteria (Point No: 4)	<p>1) Bidder should have valid ongoing ATM Managed services/Monitoring contracts minimum for 3000 ATMs.</p> <p>2) The bidder/its cash replenishment outsourced partner should have an ongoing cash replenishment services contracts minimum for 250 ATMs as on 31.12.2025.</p>	Refer to Addendum 1
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269	102	<p>The bidder should have minimum average annual turnover of Rs.250.00 Crore in the last 3 financial years i.e. 2022-23, 2023- 24 and 2024-25 as per the audited balance sheet available at the time of submission of tender.</p> <p>In case the audited financials for the year 2024-25 is not finalized, audited balance sheet of 2023-24 should be submitted. If the audited financials for the year 2024-25 is not finalized, Bidder should also provide certificate that audit is not completed. This must be the individual company turnover and not that of any group of companies.</p> <p>Note: Bank Shall Follow Govt Guidelines/Notifications for Public Procurement. As per Policy Circular No.1(2)(1)/2016-</p>	<p>3. Annexure C- Confirmation to Eligibility Criteria (Point No: 6)</p>	<p>The bidder should have minimum average annual turnover of Rs.100.00 Crore in the last 3 financial years i.e. 2022-23, 2023- 24 and 2024-25 as per the audited balance sheet available at the time of submission of tender.</p> <p>If the bidder is from the MSE category, the average annual turnover for the last 3 Financial Years should be minimum 50 Crores.</p> <p>In case the audited financials for the year 2024-25 is not finalized, audited balance sheet of 2023-24 should be submitted. If the audited financials for the year 2024-25 is not finalized, Bidder should also provide certificate that audit is not completed. This must be the individual company turnover and not that of any group of companies</p>	<p>Please adhere to the terms of RFP</p>
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		<p>MA dated 10.03.2016 issued by GOI and F.20/2/2014-PPD (Pt) dated 20.09.2016, Bank may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises and Startups subject to meeting of quality and technical specifications.</p>			
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270	103	<p>The Bidder should have 24X7 Machine support centre in India with help line number and Managed Services infrastructure pan-India in at least 30 location identified by the Bank including all the State Capitals in India as mentioned in the list to provide support. Bidder should be able to provide support to Bank's Machines & cash replenishment services at all the locations within Pan India</p>	<p>3. Annexure C- Confirmation to Eligibility Criteria (Point No: 7)</p>	<p>This is confusing. This is an ATM Monitoring and Managed services tender. Why a 24x7 machines support center is required. The tender document very clearly specify that SLM calls should be forwarded to the OEM for resolution. Rather it should say that the successful bidder will log the call with OEMs for all equipment and coordinate directly with them till problem resolution.</p>	<p>Please adhere to the terms of RFP</p>
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271	104	3. Annexure C- Confirmation to Eligibility Criteria - 13	The companies or firms or it's subcontractors bidding for the above tender, should have not been blacklisted/terminated contract by any of Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been blacklisted by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been either withdrawn by the concerned authority or set aside by the final order/judgment passed by the Court/Forum as on date of submission of the tender, otherwise the bid will not be considered. It is further clarified that any interim stay order passed by any Court/Forum in favour of bidder against its blacklisting shall not be considered by Bank as the bidder having satisfied/fulfilling the eligibility criteria under this clause..	The bank has covered only contract termination. We request bank to add non-accepting of PO and doesn't owner LOI. Modified Clause - The companies or firms or it's subcontractors bidding for the above tender, should have not been blacklisted/terminated contract by any of Government Authority or Public Sector Undertaking (PSUs) and Non-accepting of PO after acceptance of LOI of any Government Authority or Public Sector Undertaking (PSUs). The bidder shall give an undertaking (on their letter head) that they have not been blacklisted by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was black listed by any of the Govt. Authority or PSUs, the same must have been either withdrawn by the concerned authority or set aside by the final order/judgment passed by the Court/Forum as on date of submission of the tender, otherwise the bid will not be considered. It is further clarified that any interim stay order passed by any Court/Forum in favor of bidder against its blacklisting shall not be considered by Bank as the bidder having satisfied/fulfilling the eligibility criteria under this clause.	Please adhere to the terms of RFP
272	105	Annexure D – Indicative Commercial Bid	3. Cost of Support staff at 30/RO/Zone/CO	Bidder would like to request bank to keep the cost of Support staff out of the TCO table as this will just increase the cost to bank. Hence request bank to delete the same.	Refer to Addendum 1

273	105	The Bidder is required to furnish proof of satisfactory performance for all Managed Services (MS) contracts currently and previously held with banking institutions. This evidence must be presented in the form of a certificate of satisfactory service, issued and signed by each respective bank. This documentation is essential for demonstrating the Bidder's relevant experience and capability to meet the requirements of the tender.	3. Annexure C- Confirmation to Eligibility Criteria (Point No: 15)	The banks' generally do not issue any certificate. This is not practical. They will either give a letter/ an email stating that proposed solution is working for their bank. They will not even mention 'satisfactory' or any other language	Please adhere to the terms of RFP
274	106	4. Annexure D – Indicative Commercial Bid	*20 % Amount would be deducted with MHA and without cassette swap method services	We request bank to consider 10% deduction	Refer to Addendum 1

275	106	4. Annexure D – Indicative Commercial Bid	*30 % Amount would be deducted without MHA and with cassette swap method	We request bank to consider 15% deduction	Refer to Addendum 1
276	106	4. Annexure D – Indicative Commercial Bid	*50 % Amount would be deducted without MHA and without cassette swap method	We request bank to consider 20% deduction	Refer to Addendum 1
277	126	Section V- Annexures Annexure - O (Pre Integrity Pact) : Section 4 : Compensation for Damages	If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.	We suggest deletion of this averment	Please adhere to the terms of RFP
278	130	15. Annexure Q- Certificate of Local Content	15. Annexure Q- Certificate of Local Content	We request bank that Preference to Make in India clause is not applicable for this RFP. This RFP require only the services to be provided like Monitoring/Cashloading/EJpullingetc. So how Make in india will be identified	Please adhere to the terms of RFP
279	130	Annexure Q	Certificate of Local Content	<p>The bidder would like to inform the Bank that Make in India – Local Content requirements are applicable to hardware manufactured in India.</p> <p>The present RFP does not involve the procurement of any hardware by the Bank and is strictly limited to services. As per the relevant Government of India Gazette notifications, services are not covered under the Make in India Local Content provisions.</p> <p>Accordingly, the bidder requests the Bank to kindly remove the related annexure, as it is not applicable and is irrelevant to the scope of this RFP.</p>	Please adhere to the terms of RFP

280	130	15	Annexure Q- Certificate of Local Content: (Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.)	We request the Bank to allow submission of either a CA certificate or a self-certification.	Please adhere to the terms of RFP
281	131	Annexure R –	Confidentiality / Non-Disclosure Agreement	Requesting Bank to make the confidentiality Mutual	Please adhere to the terms of RFP
282	135	Section V- Annexures Annexure - R (Non-Disclosure Agreement)	The Receiving Party agrees to indemnify and hold harmless the Disclosing Party against all costs, liabilities, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.	We suggest deletion of this averment as Indemnity may be dealt with in the Agreement seperately.	Please adhere to the terms of RFP
283	151	Annexure AC	Bidder's Financial and operation IT/IS/CS risk assessment and compliance to RBI Master direction on IT outsourcing direction 2023 and outsourcing of Financial services,2006	Bidder would like to inform bank that under this Annexure apart from Bidder's Financial Ratio which the bidder can fill and provide rest all needs to be filled by the bank for the Bidder as it is related to the bidders onboarding profile. Hence bidder would request bank to delete the point nos ii) Service Provider onboarding , iii) Service provider Evaluation, B Service provide evaluation iv) Risk Evaluation, from this annexure.	Please adhere to the terms of RFP
284	161	3.1	It is agreed between the parties that service provider shall not procure services either through subcontract without the prior written permission of the Bank. If subcontracting is permitted by the Bank then;	Request bank to revised this clause as" It is agreed between the parties that service provider shall not procure services either through subcontract without the prior written permission of the Bank, such apporval shall not be unreasobaly withheld . If subcontracting is permitted by the Bank then;	Please adhere to the terms of RFP
285	164	8.2	Forthwith upon expiry or earlier termination of the Contract / Agreement and at any other time on demand by Bank, the Service provider shall deliver to Bank all documents provided by or originating from Bank and all documents produced by or from or for the Service provider in the course of performing the Service(s), unless otherwise directed in writing by Bank at no additional cost. The Service providers shall not, without the prior written consent of Bank store, copy, distribute or retain any such Documents.	Request bank to revised this clause as" Forthwith upon expiry or earlier termination of the Contract / Agreement and at any other time on demand by Bank, the Service provider shall deliver to Bank all documents provided by or originating from Bank and all documents produced by or from or for the Service provider in the course of performing the Service(s), unless otherwise directed in writing by Bank at no additional cost. The Service providers shall not, without the prior written consent of Bank store, copy, distribute or retain any such Documents, unless required by applicable law"	Please adhere to the terms of RFP
286	170	Annexure AI-	Clause to be added	Requesting Bank to add mutual termination for convienence clause with 90 days notice	Please adhere to the terms of RFP

287	174	38 Annexure AL - Statement of Compliance – Services Offered by Bidders:	<p>Point 18 : - the Approval, Denials, Reversals, Timeout percentages for transaction happening in user defined intervals [5 mins, hourly, daily etc]. - Trend of Transaction Response time for user defined intervals. In the same Dashboard it should also provide the comparison of average response time of network response time and Interchange.</p> <p>Point:21 - Number of transactions summarized by withdrawal, deposit, enquiry, transfer, onus, not onus.</p> <p>Point:25 - Separate dashboard to show Transaction statistics for ATMs under the custody. It should show the information for range of interval. On pointing on the representation it should show the respective value</p>	We request the Bank to keep the Transaction Monitoring as an option scope considering that the Bidder's strength lies in monitoring & management of the health of ATM & the components that keep the network live for the end customer to perform transactions. The Transactions monitoring is primarily a reporting part for understanding the trends and can be pulled and provided from the switch.	Please adhere to the terms of RFP
288	174	Annexure AL - Statement of Compliance – Services Offered by Bidders	1- XFS events based monitoring and remote management capabilities	Requesting the Bank to share the XFS global standard of CEN XFS 3.20 and above availability in all OEM models	Please adhere to the terms of RFP
289	174	Annexure AL - Statement of Compliance – Services Offered by Bidders	4 - The solution should not have dependency on Switch for providing the feed to the solution.	Referring to scope many Dashboard and Data is depend on the Switch feeds	Please adhere to the terms of RFP

290	174	Annexure AL - Statement of Compliance – Services Offered by Bidders	6 - The solution configuration should be out of the box. Vendor will not be allowed to do code changes to match bank's requirement. The solution configuration shall be onsite activity	Requesting the Bank to share more clarity for this requirement	Please adhere to the terms of RFP
291	175	Annexure AL - Statement of Compliance – Services Offered by Bidders	8 - The solution should support all industry standard switches and platform with adherence to the data gathering criteria of the RFP.	Bidder Will able to integrate with the Bank existing switch any changes needs customization and efforts need to be discussed mutualy	Please adhere to the terms of RFP
292	179	Annexure AL - Statement of Compliance – Services Offered by Bidders	30- It should have auto detect mechanism to catch the updates made at the switch level [like addition of new terminals, migration from one region to other, discontinued ATMs etc] and should update itself with all the credentials. Should not require any manual intervention for the same reasons.	Requesting the Bank to share more clarity for this requirement	Please adhere to the terms of RFP
293	186	ATM Transaction Analysis & Management	Solution should display Transaction occurred at ATM/CRM based on: <ul style="list-style-type: none"> - Card type - Acquirer - Issuer - Number of successful and unsuccessful transaction - Response Code, for example, Invalid PIN, Invalid Card in text or graph format. - Amount derived from transaction type; for example , deposit , withdraw , transfer etc. 	These all information is avilable with the SWITCH transaction detils, requesting the Bank to share the Scope detils from Bidder	Please adhere to the terms of RFP
294	190	Incident Management System	Solution should be able to seamlessly integrate with Bank's ATM Monitoring Solution,	Requesting the Bank to share more detils for the Bank's	Refer to Addendum 1

295	-	RFP through GeM for selection of vendor for ATM Managed Services for all ATMs (Onsite and Offsite) and Cash Replenishment Services for Offsite ATMs Only for Five (05) Years	General Point	We recommend that the bank float a separate tender for Remote ATM Monitoring Platform. Keep the MS Part separate from the Monitoring considering the wide Monitoring Scope.	Please adhere to the terms of RFP
296	29	6.11.10	The Cash Replenishment agency / Service provider shall take adequate insurance policy with Bank Clause for the value of entire cash throughout the Cash Replenishment Services Cycle (from Bank's premises till the loading in ATM safe) for all sorts of risks including fidelity clause arising from acts of omission / commission / dishonesty of its employees and / or its authorized agents. The loss-payee endorsement of such insurance policies shall be in favour of the Bank and it shall be ensured that the amount of claim, if any, shall be paid by the insurance companies directly to the Bank. However, it need not be an exclusive policy, if covered under an umbrella policy of the agency. The Cash Replenishment agency / service provider shall pay the premium for obtaining insurance cover.	The policy premium is being paid by EPS, and the policy is not exclusive.	Please adhere to the terms of RFP

297	11&12	5. Project overview:	Bank reserves the right to change the number of ATMs to be deployed in any of its regions/zones at any time, at its sole discretion. The bidder should be ready and have the capacity to implement the Project across the length and breadth of the country. The Bank may increase or decrease the number of ATMs to be deployed during the period of the contract	We request bank to intimate the Bidder of such alteration in the number of ATMs and such alteration shall be subject to acceptance of the bidder	Refer to Addendum 1
298	14 & 15	6.1.19 - 14-06-2019 on Security Measures of ATMs.	Ministry of Home Affairs, Government of India issued guidelines on 08th August 2018 for standard operating procedures for providing security by the private security agencies to cash transportation activity implementation.	We suggest here that as the services related to CRA shall be performed through subcontractors of the Bidder and hence Bidder will ensure that its Sub contractors are compliant .	Please adhere to the terms of RFP
299	44 & 45	Section III- EXECUTION OF WORK Clause 11.1 Publicity	For any publicity by the Vendor in which the name, logo, signage, emblem or any other type or nature of design or symbol or any other intellectual property of or relating to or belonging to or owned by or associated with Punjab & Sind Bank is to be used, explicit prior written permission should be obtained from the Bank for doing so. Unless such specific prior written permission is obtained, the Vendor shall be in violation of the terms of this RFP and the contract and appropriate penalties, as deemed fit by the Bank, shall be imposed on the Vendor in addition to any legal action initiated by the Bank against the Vendor.	We propose that this clause may be made mutual. Accordingly, we propose the following changes in red font: For any publicity by either Party the Vendor in which the name, logo, signage, emblem or any other type or nature of design or symbol or any other intellectual property of or relating to or belonging to or owned by or associated with such Party Punjab & Sind Bank is to be used, explicit prior written permission should be obtained from the other Party Bank for doing so. Unless such specific prior written permission is obtained, such Party the Vendor shall be in violation of the terms of this RFP and the contract and appropriate penalties, as deemed fit by such Party the Bank , shall be imposed on the breaching Party Vendor in addition to any legal action initiated by such Party the Bank against the breaching Party Vendor .	Please adhere to the terms of RFP
300	88 & 89	Section V: GENERAL TERM & CONDITIONS 83.3	Bidder shall not recruit employees or ex-employees of the Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees or ex-employees of the Bank directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis	We request bank deletion of this clause as we cannot agree for Non-Solicitation.	Please adhere to the terms of RFP
301	General	General	Extension to Bid Subission	We request bank to grant 3 weeks time for bid subission from the date bank publishes the clarification to prebid queries	Refer to Addendum 1
302		6.1.18	The Vendor should provide a centralized asset (ATM) tracking and monitoring solution.	We request bank to provide clarity on Asset tracking " All Assets are deployed by bank under Capex model and the information of such asset will be with respective OEMs. Bidder as a MSP need real information from each OEM on time to time base.	Please adhere to the terms of RFP

303	13	6.1.7	Real time EJ pulling & archival-EJ Pulling & Software/ Content Distribution. The software to be installed for EJ pulling in ATMs should have license right in the favour of Bank, one year after expiry of the contract period. Vendor should provide EJ web browser for Branches to know the status of any ATM transactions by providing ATM ID, Date of Transaction and sequence number.	Bank is not buying EJ pulling software from the bidder, it's a part of managed services for which Bank will be paying monthly EJ services charges to the bidder. License rights for EJ agent can not be in the favour of Bank. We would request Bank to amend this clause accordingly	refer to Addendum 1
304	14	6.1.15	The successful bidder will make temporary call centre for smooth migration of ATMs from existing MS Vendor with multiple no. of phone lines (minimum six no.) during migration process. The new EJ agent to be connected on the same day of the ATM migrated with Docket number	New EJ agent is to be loaded by the OEM. Bidder will provide the EJ agent to all the OEMs having their machines in the Bank and Bank shall make the OEM responsible for loading the bidder's EJ agent in their machines on the same day of ATM migration. We request Bank to amend this clause	Refer to Addendum 1
305	15	6.1.21	These guidelines are indicative and the Successful bidders are required to comply with all the guidelines issued by Bank, RBI or any other authority as may be applicable to ATMs at no additional cost.	To comply any new guidelines issued by Bank, RBI or any other authority post submission of this bid, shall be done at mutually agreed charges. We would request Bank to amend this clause	Refer to Addendum 1
306	16	6.1.34	Vendor should also attend the Local LAN issues and replace the Patch Cord in case of requirement. The cost of patch cord will be borne by the service provider	We would request Bank to remove "Replacement of Patch cord" from bidder's scope. Bank shall arrange for the patch cord for the CDs/CRMs. We request Bank to amend this clause	Please adhere to the terms of RFP
307	16	6.1.42	Software tool should generate calls for any violation of standard terminal security.	ATM monitoring tool does not have the feature to generate call for any violation of standard terminal security. Only the Vendor who has deployed the terminal security solution in Bank's CDs/CRMs can monitor any violation of standard terminal security. We request bank to remove this clause	refer to Addendum 1
308	16	6.1.49	Provide the Bank with real time feeds from the ATM	It's the responsibility of the Bank to provide the real time feed from the ATM/ ATM switch to the bidder in order to enable the bidder to monitor Bank's CDs/CRMs on real time basis. We request Bank to amend this clause	Please adhere to the terms of RFP
309	18	6.3.1 First Level Maintenance	Service to be available on 24 x 7 x 365 basis on all ATMs "with Master keys or Unique keys"	We request Bank to elaborate more on this requirement of Master key/ Unique key. As per our understanding, all the keys of the CDs/CRMs are available with the Bank and 1 set of keys shall be handed over to the Bidder's appointed FLM/CRA agency in order to enable them for attending FLM calls and for cash loadings (for cash managed ATMs).	Refer to Addendum 1
310	18	6.3.4	Clearing of receipt, statement paper jams and also envelope and currency jams.	Bidder shall be responsible for clearing cash Jams related issues only for the cash managed ATMs where bidder's appointed CRA will be clearing casg jams related errors. However, for branch managed ATMs, branch person will be responsible for clearing cash Jam related erros. We request Bank to amend this clause	Please adhere to the terms of RFP

311	18	6.3.7	To maintain database of the age and health profile (at least from the date of takeover) of the ATMs and the critical equipment's at the ATM site viz AC, UPS, Batteries. Monitoring and reporting of site condition of ATM and other equipment related problems (like: Electrical problem, environmental conditions) to the representative branches through software tool. Bank will provide earthing in case, bidder feels it is not proper, bidder can make their own arrangement for earthing at their cost.	As per the scope of work defined under this RFP, Bank is responsible for maintaining site infra and if earthing is not proper at site, Bank shall make arrangement for the new earthing. We request Bank to amend this clause	Refer to Addendum 1
312	18	6.3.10	Maintaining proper register of the backup taken with acknowledgement from Controlling Office and handover of backup to Controlling Office	We request Bank to elaborate more on this Back up requirement?	Refer to Addendum 1
313	19	6.3.11	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 Controlling Office concerned. Preventive Maintenance may be scheduled at a time convenient to the Bank i.e. it should not affect the customer service.	Preventive maintenance services will be provided by the OEM who has supplied the CDs/CRMs to the Bank, not by the MSP under this contract. We request Bank to amend this clause accordingly	Refer to Addendum 1
314	19	6.4.2	Estimating and proactively providing all consumable such as Journal rolls, ink cartridges, Thermal Receipt Printer Rolls, ATM Ribbons, depository envelops, etc., at no extra cost on proactive and reactive basis.	We request Bank to confirm whether JP rolls are still being used in Bank's CDs/ CRMs?	Refer to Addendum 1
315	19	6.4.4	The Bidder must maintain an extra stock of 20% of the required rolls at every site to ensure continuous availability. If any ATM or CRM is found to be non-operational due to the unavailability of rolls, a penalty of INR 100 per hour shall be levied until the machine is restored to service	Penalty amount shall be in proportionate to the monthly Consumable Management & replenishment charges, We request Bank to have the penalty of 1% of monthly Consumable Management & replenishment charges for every 2 hrs of delay	Refer to Addendum 1
316	19	6.4.5	The Bidder must provide consumables on a timely basis. In the event of a delay in delivery of consumables to the branches, a penalty of INR 500 per day shall be charged until the delivery is completed	Penalty amount shall be in proportionate to the monthly Consumable Management & replenishment charges, We request Bank to have the penalty of 5% of monthly Consumable Management & replenishment charges for every 24 hrs of delay	Refer to Addendum 1
317		6.5 Cash Optimization and Management	Cash optimization and replenishment	We request to confirm the number of minimum cash loadings/ EODs to be performed by the bidder's CRA in each ATM.	Refer to Addendum 1

318	19	6.5.2	Bidder should conduct Cash forecasting exercise for ATMs/ CRMs rolled out under this tender of the Bank, based on analysis of the Cash dispensation pattern of ATMs and suggesting limits for replenishment and its periodicity to the Bank and managing special events and seasonal requirements	We request Bank to share the last 12 months transactions data (ATM ID wise) with the successful bidder for effective cash forecasting.	Refer to Addendum 1
319	22	6.6.3	Development of ATM screen according to bank requirement	Bank shall provide the ATM screens to the bidder and bidder shall be responsible only for remotely pushing those screens thru content Management solution. We request bank to amend this clause	Please adhere to the terms of RFP
320	22	6.6.7	Providing a paper audit of all software installed and uninstalled	We request Bank to remove this clause as this functionality is available with Bank's appointed Terminal Security vendor	Refer to Addendum 1
321	23	6.6.13	Ensuring that the Anti-Virus, Anti-Malware, Operating System and other software's' are all up to date and current	This is the responsibility of the OEM who has supplied these machines to the Bank. Bidder does not have any role to play in this. We request Bank to remove this clause	Refer to Addendum 1
322	24	6.8.10	Replacement of Sun films of the Glass portion whenever required by the Bank	We request Bank to remove this clause.	Refer to Addendum 1
323		6.9.	Pulling Electronic Journal (EJ) from ATMs	New clause	Refer to Addendum 1

4. Annexure AM – Additional Indicative Commercial price for per unit ATMs:

The Bank reserves the right to increase the number of ATMs beyond the initial 1,500 units at any time and at its sole discretion across any region or zone. The bidder must demonstrate the capacity to implement and support the project nationwide. Furthermore, as the Bank may increase the total number of ATMs throughout the contract period, the bidder must provide a unit price for each specific scope of activity mentioned below

Sr.No	Scope Of Activity	Unit Price in INR per month per Machine
<u>1</u>	Managed service for Onsite ATM/CRM With Cash	
<u>2</u>	Managed service for Onsite ATM/CRM Without Cash	
<u>3</u>	Managed service for Offsite ATM/CRM With Cash and Houkeeping services.	
<u>4</u>	Managed service for offsite Mobile Van without cash	

5. Annexure AN , Mandatory Compliance with IT Operations & Regulatory Standards

The Bidder hereby agrees to comply with the following mandatory clauses, which shall be incorporated into the final Agreement. These points ensure comprehensive oversight, legal adherence, and operational resilience:

S.No	Critical Clause	Primary Purpose	Complied(YES or NO)
i	Subcontractor performance standards and bank's audit rights.	To extend oversight and quality control to every layer of the IT supply chain.	
ii	Access to data, logs, alerts, and business premises.	To provide deep technical visibility into IT operations and security events.	
iii	Reporting of material adverse events (Data breaches, DoS, etc.).	To enable the bank to take prompt risk mitigation measures during cyber incidents.	
iv	Compliance with IT Act, 2000 and data protection standards.	To ensure the provider adheres to national cyber laws and data security frameworks.	
v	SLAs formalizing performance criteria (Quality & Quantity).	To create legally binding technical uptime and performance guarantees.	
vi	Storage of data only in India (as applicable).	To comply with data residency and sovereignty laws mandated by the RBI.	
vii	Details of data captured, processed, and stored.	To maintain a clear map of how the bank's data flows through the provider's systems.	
viii	Permitted data sharing types with customers or third parties.	To prevent unauthorized data disclosure or "mission creep" regarding data usage.	
ix	Resolution process, defaults, indemnities, and remedies.	To provide a clear legal roadmap for handling disputes and financial losses.	
x	Contingency plan testing requirements.	To ensure that disaster recovery plans actually work through mandatory drills.	

xi	Right to seek information about third parties in the supply chain.	To identify and manage concentration risks and downstream vulnerabilities.	
xii	RBI right to inspect sub-contractors and IT infrastructure.	To grant the regulator full-stack visibility from the bank down to the sub-vendor.	
xiii	Contractual liability for subcontractor performance/risk.	To hold the primary vendor fully responsible for the actions of their IT partners.	
xiv	Obligation to comply with RBI directions through the bank.	To ensure the vendor is legally bound by any new circulars issued by the regulator.	
xv	Termination rights including orderly transfer to a new provider.	To ensure “exit readiness” and a seamless transition to avoid IT downtime.	
xvi	Cooperation with authorities during bank insolvency/resolution.	To protect the bank’s digital assets and service access during a financial crisis.	
xvii	Identification of “Essential Personnel” for on-site exigencies.	To ensure skilled staff are available during pandemics or lockdowns to run core IT.	
xviii	Back-to-back arrangements with OEMs.	To guarantee that the vendor has direct support from the hardware/software makers.	
xix	Non-disclosure agreement for retained information.	To legally restrict the use of any data the vendor keeps after the service stops.	

6. Offsite ATM Location & Address for cash replenishment services :

All new ATM/CRM sites deployed during the contract period shall also be taken over, operated, and managed by the bidder at the agreed rates and commercial terms. The bidder shall provide a unit price for offsite ATMs in the TCO table, which will be used to determine future payments. The addresses for the ongoing deployment of offsite ATMs are provided below .

Sr.No	ATM ID	Branch	Area	Zone
1	SPSBV022001	NANDED	URBAN	MUMBAI
2	SPSBV092002	DKC MUKTSAR	URBAN	BHATINDA
3	SPSBV033201	REWA	URBAN	BHOPAL
4	SPSBV085401	Beltola	URBAN	GUWAHATI
5	SPSBV035001	DIBRUGARH	URBAN	GUWAHATI
6	SPSBV016301	MANDI	SEMI URBAN	SHIMLA
7	SPSBV107802	RAJA SANSI	SEMI URBAN	AMRITSAR
8	SPSBW034601	IMPHAL	URBAN	GUWAHATI
9	SPSBP027201	DHURI	SEMI URBAN	PATIALA
10	SPSBV018301	MEHTIANA	RURAL	HOSHIARPUR
11	SPSBW015801	ISRU	RURAL	LUDHIANA
12	SPSBW030301	PHAGWARA RAMGHARIA COLLEGE	SEMI URBAN	JALANDHAR
13	SPSBW079501	RATU ROAD RANCHI	METROPOLITAN	PATNA
14	SPSBW096501	NARAINPUR	RURAL	JAIPUR
15	SPSBV039601	PURANPUR	SEMI URBAN	BAREILLY
16	SPSBV029802	KK ROAD RAIPUR	METROPOLITAN	RAIPUR
17	SPSBW017401	PATNA FRASER ROAD	METROPOLITAN	PATNA
18	SPSBW025001	DEFENCE COLONY	METROPOLITAN	DELHI- I
19	SPSBV022502	RISHIKESH	SEMI URBAN	DEHRADUN
20	SPSBV017603	JOSHIMATH	SEMI URBAN	DEHRADUN
21	SPSBW106202	UNA	SEMI URBAN	SHIMLA
22	SPSBW042902	GEORGE TOWN CHENNAI	METROPOLITAN	CHENNAI
23	SPSBW156602	GARALGACHA	Rural	KOLKATA
24	SPSBV016701	HALDWANI	Urban	BAREILLY
25	SPSBV025002	DEFENCE COLONY	Metro	DELHI- I

26	SPSBV171702	FATEHGARH	Semi Urban	LUCKNOW
27	SPSBV091502	SECTOR 5 PANCHKULA	URBAN	PANCHKULA
28	SPSBP042402	MAYAPURI METRO STATION	Metro	DELHI- II
29	SPSBV056602	BESANT NAGAR	METROPOLITAN	CHENNAI
30	SPSBW086701	RAJPUTANA RIFLES	METROPOLITAN	DELHI- II
31	SPSBV069102	IBD, TIRUPUR	URBAN	CHENNAI