

**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 1500 CASH RECYCLERS ALONG WITH 1 KVA UPS**  
**RFP REF: CO/DBD/ATM/1206/R1/2021-22 DATED 12.08.2021**

**Annexure I - Clarifications**

Sl. No.	Title /RFP Point No	Page No in RFP	Details Provided in RFP	Query / Changes Requested	REPLIES TO QUERIES
1	Schedule	1	Last Date & Time for submission of Bids in Online & Offline Mode	We request Bank to allow bidder at least 3 weeks post release of corrigendum & response to pre-bid queries to submit bid.	Please adhere to the terms of RFP.
2	Clause 1.2 Introduction	15	a. A pre-bid meeting is scheduled to be held at the following address at 11.00 hours IST on 23.08.2021. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting. Indian Bank Head Office, Digital Banking Division, No.66, Rajaji Salai, Chennai, Tamil Nadu, PIN 600 001, India	We request Bank to conduct pre-bid meeting online and allow bidder to submit tender fees along with the Bid submission.	Online pre-bid meeting done
3	Clause 4.1 Documents establishing Bidder's eligibility and qualification.	17	i. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company etc.	We request Bank to clarify/specify which original document is required in this regard.	Certification of incorporation and Registration Certificate need to be submitted
4	Clause 15.2 Bank's right to accept any bid and	22	The Bank reserves the right to entrust the work of AMC to any vendor after the expiry of warranty period at its discretion.	We request Bank to appreciate that bidders evaluate RFP in its entirety & investments are made presuming continuation of the contract over the term as specified in the RFP. We, therefore,	Please adhere to the terms of RFP.



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	to reject any or all bid			request the Bank NOT to entrust AMC to any vendor after expiry of warranty period, unless the successful bidder fails persistently to deliver services as laid down in the RFP during the term of the contract.	
				Request bank to hold on to the complete contract terms, as this shall have a major impact on the overall costing and P&L, request bank to exclude the mentioned clause	
5	Clause 16 Bank's right to vary quantities	22	The Purchaser reserves the right at the time of award of contract to increase or decrease, the quantity of goods & services originally specified in the schedule of requirements (Section VI) without any change in price or other terms and conditions. The Bank at its discretion and requirements may increase or decrease quantum of purchase by upto 10% in respect to the quantity specified in the RFP. Repeat order can be placed within 1 year from the date of last supply date of original purchase order subject to no downward trend in prices and the cumulative repeat order quantity should not exceed more than 100% of original quantity as	We request Bank to increase the additional order quantity to 20% in line with what is seen in other PSU RFPs. We also request to accept repeat order clause timeline for 18 months considering the RFP size instead of 12 months	Please adhere to the terms of RFP.



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			mentioned in original purchase order.		
6	Clause 16 Bank's right to vary quantities	22	Repeat order can be placed within 1 year from the date of last supply date of original purchase order subject to no downward trend in prices and the cumulative repeat order quantity should not exceed more than 100% of original quantity as mentioned in original purchase order.	Bank to clarify, is the additional order shall to 100% of the of the Original quantity as mentioned in the original PO or 10% of the order quantity	During issuing of initial purchase order, the quantity may vary by $\pm 10\%$ . However during repeat order, order quantity can be upto 100% of original quantity as mentioned in the original purchase order.
7	Clause 23 Awarding of Contract	23	After the online reverse auction, Bank will rank the bidders in the ascending order of the amount quoted by them during the online reverse auction. The lowest quoted bidder L1 bidder, the second lowest quoted bidder as L2 bidder and the third lowest quoted bidder as L3 bidder and so on. If any bidder does not quote any price during reverse auction, then the price quoted by them in indicative commercial will be taken as their quoted price	Request bank to conclude the order between L1, L2 & L3 (50:30:20) for better supply management & time line	Please adhere to the terms of RFP.
8	Clause 24 Signing of Contract	24	<b>Signing of Contract</b> Within Fifteen (15) days from the date of receiving the Purchase Order, the Successful bidder(s)	We request that the precise format of the SLA may please be discussed mutually before finalising & executing the same.	SLA clauses already mentioned in the RFP.



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			<p>shall provide acceptance of the purchase order, sign the contract as per the format provided in section IX (3) and return it to the Bank. Also a Service Level agreement shall be entered into, which will contain the service related clause of the RFP, such as warranty, AMC, uptime, down time penalty, termination, settlement of disputes etc. All contracts will be valid for 7 years from the date of installation of the last cash recycler under the contract.</p> <p>Integrity pact executed between the Bank and successful bidder(s) is deemed to be a part of the contract.</p>		<p>Please adhere to the terms of RFP.</p>
9	<p>Clause 26 Coverage of all Banks under the EPF &amp; MP Act 1952</p>	24	<p><b>Coverage of all Banks under the EPF &amp; MP Act 1952</b> The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the</p>	<p>We request Bank to appreciate that it would be practically difficult for the bidder to share thru' term of the contract the attendance, salary, appointment letters, PF remittance challans, ECR, etc. of outsourced contracted / sub-contracted employees. Hence, we suggest Bank to delete this clause.</p>	<p>Please adhere to the terms of RFP.</p>



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			said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.		
10	Clause 28. Non-Disclosure Agreement	25	The authorised representative of the bidder shall submit a non-disclosure agreement given in Section IX format 12 herein on behalf of the Bidder Company and individual capacity of all the persons contracted.	Please let us know , whether NDA has be submitted along with the tender submission or after the RA auction done.	NDA to be submitted after Reverse auction by selected bidder only.
11	Clause 3 Patent Rights	31	<b>PATENT RIGHTS</b> If at the time of supplier supplying, installing and commissioning the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank	The Bidder should only be liable for proven damages or losses which are suffered by the Bank (including any customer claims) by the adjudicating authority and not otherwise and which are pursuant to the equipment supplied and are solely attributable to the Bidder. Successful Bidder's aggregate liability under the contract shall be limited to a maximum of the paid amount from the Bank to the Successful Bidder in the previous 12 months from the date of such claim. This limit shall not apply to third party claims for	Please adhere to the terms of RFP.



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		<p>may suffer on account of such claim, supplier shall indemnify the Bank and keep it indemnified in that behalf. Successful Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the Successful Bidder(s) that gave rise to claim, under this tender. This limit shall not apply to third party claims for</p> <p>a) IP Infringement indemnity b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in</p>	<p>a) IP Infringement indemnity b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor,</p> <p>if the Bank's actual loss or damage from such third party claim shall be resulted from defects in Cash Recyclers as attributable to gross negligence or willful misconduct of the Successful Bidder.</p> <p>3.1 The Supplier shall: a) at its expense defend 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. Notwithstanding the foregoing, the bidder shall have no liability or responsibility for any and all claims, losses, costs damages, expenses action suits and other proceedings, resulting from or based upon: (i) any use of the designs, features,</p>	
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			<p>a settlement approved by vendor.</p> <p>3.1 The Supplier shall:</p> <p>a) at its expense defend Bank against any IP Claim; and</p> <p>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.</p>	<p>structures, specifications, means, steps or procedures required, specified, suggested or recommended by the Bank; (ii) a combination of any Cash Recyclers with other products, equipment, diagram, software, not provided by bidder; or (iii) any modification, alteration or change made by any person other than the bidder.</p>	
12	Clause 4.1 Performance Security	32	<p><b>PERFORMANCE SECURITY</b></p> <p>Within 15 (fifteen) days of receiving the purchase order, the selected vendor/s shall furnish to the Bank performance security by way of Bank Guarantee, called Contract Performance Guarantee, equivalent to 3% of the Contract amount valid for</p>	<p>We request Bank to allow bidder to submit the Performance Bank Guarantee (PBG) for 1 year tenure renewable on a yearly basis instead of PBG for 5 / 7 years tenure.</p> <p>Most of the public and private banks have stopped issuing long term BGs owing to guidelines by their risk departments.</p>	Please adhere to the terms of RFP.



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			complete 7 years with additional 1 year claim period (or) for 5 years and claim period for 1 year after date of expiry. If the Contract Performance Guarantee is submitted for 5 years then before 3 months prior to the expiry of the validity of the Bank guarantee, fresh / renewal Bank guarantee equivalent to the same amount and valid for 2 years with additional claim period of 1 year shall be submitted by the service provider for extending the validity of the performance bank guarantee.	Request bank to consider the BG for 1 year with auto renewal clause for every year till 7 year + 1 year claim period.	
13	Clause 4.2 Performance Security	33	<b>PERFORMANCE SECURITY</b> Performance security submitted by the vendor shall be invoked by the Bank as compensation for any loss resulting from the vendor's failure to complete its obligations under the Contract.	We request that Bank should serve the Bidder with a pre-Invocation notice of a reasonable cure period before Bank decides to invoke PBG to rectify/remedy the breach etc., if any.	Please adhere to the terms of RFP.
14	Clause 5.8 Inspection and Tests	33	Test bed of one machine for testing all functionality must be set-up by the successful Bidder at Bank's Head Office, Chennai, within two weeks from the date of Purchase Order.	Request bank to provide 4 week to set up the test bed from the date of PO	Please adhere to the terms of RFP.



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15	Clause 8 Insurance	34	The vendor should also insure the goods in Indian Territory for the invoice value under Storage cum Erection policy till three months from the date of delivery.	We request the bank to consider insurance upto to delivery only. Once the machine is delivered the asset is been transferred to Bank.	Please adhere to the terms of RFP.
16	Clause 9(e) Integration	35	Bank will provide Server at DC and DR locations for Terminal Security Solution with necessary Hardware (Windows 2016 server or higher) and Oracle database (on Linux environment). However, bidders shall submit specifications of the Server & Required Software's in a separate sheet along with bid. The specification must cater the requirement of minimum 3000 CRs. Successful bidder should be able to install their application on the hardware supplied and connect to oracle database provided by the bank.	We use SQL DB for our TSS solution. We assume that bank will support the solution requirement. However , we will share a detailed specification of the server and required software during our bid submission	If selected bidder provide the TSS solutions on SQL DB, then bidder will born the license cost of SQL database.



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17	Clause 9(f) Integration	35	It is the bidder's responsibility to provide full support for integration of the CRs with the ATM Switch, NPCI, VISA, Master Card etc. for EMV, Antiskimming, VG, Terminal Security, RBI Control Measures, OTC Lock, TLS and other functionalities as per the scope of the RFP at no extra cost to the Bank.	Bidder will support, if any requirement after the sign off and roll out , then bank has to consider the testing cost, upgrade cost if any and roll out cost	Please adhere to the terms of RFP.
18	Clause 10(e) Incidental Services	36	Technical support through new onsite resource(s) provided at the Bank's Head Office from 10 a.m. to 6 p.m. on all Bank's working days of the Bank to ensure uptime of the Cash Recyclers supplied and also to ensure 100% EJ pulling from all Cash Recyclers deployed by the respective vendor. The main objective of having onsite resource is to monitor the Cash Recyclers and to maintain the Uptime. Coordination with EJ team, TSS team, Bank's Network Team, Recon Team and Field service engineer will be additional responsibility.	<p>Bidder already have one resource in the existing project. The same resource can be utilised , please confirm.</p> <p>Coordination with TSS team, Bank's Network Team and Recon Team, this shall be additional responsibility. Bank to define the number of resources required for L1 &amp; L2.</p> <p>Many places in the RFP there is a clear mention of CRM warranty as 12 months and UPS as 36 months, while in this clause it mentions 36 months. Request Bank to correct this clause with 12 months warranty on CRMs</p> <p>We request the bank to change the warranty period for 12 months, If the machine not installed due to non-bidder issue, then bank should provide deemed installation within 7 days of the machine installation and warranty will begin from this date. All the RFP clause mentioned as 12 months warranty period , please confirm</p>	Please adhere to the terms of RFP. Bidder shall provide new resource for this project.



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				Bank to clarify on the warranty, is it 1 year or 3 year? Coordination with TSS team, Bank's Network Team and Recon Team, this shall be additional responsibility. Bank to define the number of resources required for L1 & L2.	
19	Clause 11.10 Warranty	37	During warranty/AMC period the vendor has to submit Preventive Maintenance (PM) Report on quarterly basis (Electronic system generated report) to the Bank's head office, mentioning the date of PM on a case to case basis. The vendor shall submit the Preventive Maintenance call slips to the local bank's representative once Preventive Maintenance is performed. Non-submission of the PM reports shall attract a penalty of Rs. 1,000/- (Rupees One Thousand Only) per Cash Recycler / UPS per quarter.	During the present situation, we have gone electronic PM slip. Kindly agree for such electronic report ( Digital) for PM submission If the Preventive Maintenance is not undertaken during each quarter a grace period of two weeks would be given to the vendor for completion of the same for the quarter and if not completed within the grace period, a penalty of Rs500/- per Cash Recycler/UPS per quarter. As there are no moving parts in UPS, we request Bank to consider UPS PM on half yearly basis. Request Bank to accept digitally signed PM reports (UPS & CRS). We request Bank to reduce the penalty to a reasonable Rs. 250/- per Cash Recycler / UPS per quarter.	Please adhere to the amended clause.  Scanned copy of preventive maintenance report with proper seal and signed by Branch officials will be acceptable.
20	Clause 11.12 Warranty	37	Warranty should not become void if the BANK buys any other supplemental hardware/software from a third party and installs it with/in these machines in the presence of the representative of the vendor and	Any 3rd party product/software to be installed in the CRMs would require testing and integration and this involves cost. Bank shall pay this cost at rates mutually agreed	Please adhere to the terms of RFP.



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			after tested by the vendor. However, the warranty will not apply to such third-party hardware/ software items installed by the Bank.		
21	Clause 12.1 to 12.4 Payment Terms	37	<p><b>PAYMENT TERMS</b></p> <p>12.1 On Delivery: Seventy (70) % of the basic cost of the Cash Recyclers &amp; UPS + 100% of GST shall be paid on receipt of Goods at the destination and on submission of invoices, at the Bank's Office at Chennai, along with the documents specified in point 7 above duly acknowledged by the Bank's representative at the respective site / location for the receipt of goods and</p> <p>12.2 On Final Acceptance: Twenty (20) % of the basis cost for the Cash Recyclers &amp; UPS shall be paid on submission of claim along with the installation certificate issued by the bank's representative in Proforma enclosed. If the installation is delayed for more than 3 months due to reasons attributable to the</p>	<p>We request Bank to modify the payment terms as follows :</p> <p>80 % of goods value &amp; 100% of GST to be paid on delivery, and 20 % of goods value on installation or deemed installation as the case may be. Bank may recover penalty against any warranty deliverables from payments due against either delivery or installation tranches of machines due to the Bidder, and no payments be withheld for that purpose.</p> <p>We also request Bank that if the installation is pending due to reasons not attributable to Bank, beyond period of 15 days post-delivery, such case/s be considered as deemed installation &amp; payments be cleared. Bank may mandate that the Bidder undertakes the installation of such cases within 7 days from the Bank confirming site readiness.</p> <p>We also request Bank not to hold first payment till successful installation of minimum 100 Cash Recyclers as that would tantamount to nearly 17% of PO value for L2 bidder, and adversely impacting cash flows. We suggest Bank to</p>	<p>Please adhere to the terms of RFP.</p> <p>Payment for undisputed invoices along with supporting documents will be paid by Bank within 30 days from the date of submission of all documents (Invoices with supportive documents)</p>



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		<p>Bank, payment will be made by the Bank on submission of the claim by the vendor along with "Site Not Ready" certificate issued by the branch and the undertaking letter from the vendor to install the goods at no additional cost to the Bank as and when the site is ready. However, warranty period will start from the date of actual installation of the terminals only.</p> <p>12.3 The remaining Ten (10)% of the basic cost of Cash Recyclers &amp; UPS will be held by the Bank as retention money, during the warranty period and the same will be released after the warranty period after deduction of further penalty if any during the warranty period, as per the "Penalty for downtime" stipulated in the RFP.</p> <p>12.4 First payment will be made after successful installation of minimum 100 Cash Recycler terminals.</p>	<p>consider releasing payments in lots of a minimum 10 units each.</p> <p>Suggested additional clause - In case of delay in payment by Bank, the Bidder will be entitled to charge interest @ 18% p.a. from the date of outstanding due (30 days from date of submission of invoices by the Bidder) till the amount actually released by the Bank. Further, the Bidder shall be entitled to suspend / terminate services in case Bank fails to make payment on time persistently and Bank agrees that such suspension shall not be termed as breach of the Agreement.</p> <p>Further, in case of any errors/disputes in payment claims submitted by the Bidder, the Bank shall not withhold undisputed amount of such invoices.</p> <p>We request the Bank to consider the following          If the installation is delayed for more than 7 days due to reasons attributable to the Bank, Payment will be made by the Bank on submission of the claim by the vendor undertaking letter from the vendor to install the goods at no additional cost to the Bank as and when the site is ready. Since to get the site not ready certificate once again the engineer has to visit. Kindly remove this clause          If machine is un-installed after 7 days of delivery due to reason beyond control of bidder, machine will considered as deemed installed and 100% payment will be done          However, warranty period will start 7 days from</p>	
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				<p>the date of delivery of terminals at site. Please consider. We have noticed machine delivered and not installed for more than 3 months and it a revenue loss for us.</p> <p>Request bank to pay 80% amount on delivery and 20% on installation/deemed installation. Also for machines delayed for installation beyond 30 days of delivery, we request for the machine to be considered as deemed installed and warranty to start from then as the OEM warranty policies are accordingly and we get warranty claim only on submission of installation certificate</p> <p>Bank to ensure on Site readiness in all aspect prior to delivery orders but however it the installation is delayed due to reasons attributed to Bank. then Request Bank to change the period of 3 months to 30 days.</p> <p>Request bank to pay 80% amount on delivery and 20% on installation/deemed installation. Also for machines delayed for installation beyond 30 days of delivery, we request for the machine to be considered as deemed installed and warranty to start from then as the OEM warranty policies are accordingly and we get warranty claim only on submission of installation certificate</p> <p>Request bank to release the 10% retention amount in lieu of the Bank guarantee amounting to the retention amount for the warranty period.</p>	
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22	Clause 12.4 Payment Terms	38	First payment will be made after successful installation of minimum 100 Cash Recycler terminals.	Cash flow is critical for any business and it is far more important especially during this tiring times of pandemic. Request for Bank from as and when machines are installed and documents submitted	Please adhere to the amended clause. Digitally signed copy of invoice and scanned copy of other supporting documents will be acceptable.
				Please clarify, Please consider payment release as and when the document submitted within 15 days Please also consider the payment would be made on softcopy of all documents.	
23	Clause 12.5 Payment Terms	38	Payment for AMC will be made quarterly in arrears on submission of Invoices and Preventive Maintenance (PM) reports for the particular quarter and upon successful completion of the performance obligations for the particular quarter (AMC) or warranty period, whichever is applicable. The TDS or any other tax deductions implemented by Govt. on all payments will be deducted at the applicable rate as per provisions of the applicable law.	Request bank to pay AMC quarterly in advance	Please adhere to the terms of RFP.
				Please also consider the payment would be made on softcopy of all documents.  We request the bank to make this as 6 monthly advance as in your previous RFPs.	
24	Clause 12.6	38	Payment of EJ pulling services will be made quarterly in arrears	Request bank to pay EJ Pulling payment quarterly in advance	Please adhere to the terms of RFP.



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	Payment Terms		on submission of invoices and based on the actual number of EJ files received by the Bank. The TDS on all payments will be deducted at the applicable rate as per provisions of the applicable law.	Please also consider the payment would be made on softcopy of all documents.	
25	Clause 12.7 Payment Terms	38	Bank will make the payment on prorata basis (based on the number of EJ files received in Bank's server). If the EJ files are not received on some days of the particular month then payment will not be made for that particular day.	DN will be responsible for providing the data for connected terminals and EJ availability in the machines.  Request Bank to pay for the total EJ's received and not for EJ's received for that day. There could be cases where network issues could be there and EJ will only be available the next day. End of it Bank is ensuring for its recon activity that Bank has EJ for all the machines	Please adhere to the terms of RFP.
26	Clause 14(c) Payment Terms	39	Cash Recycler delivery, grouting and installation along with the UPS delivery and installation has to be completed within 8 weeks for north east states and 6 weeks for remaining parts of the country from the date of issue of delivery instruction by the Bank.	Considering ongoing global health crisis, uncertainties in demand and supply due to global chip and other spare shortage such restrictions will lead to delay in supply of CRS & UPS. The first lot of terminals would take around 90 days from the date of declaring the L1/L2 bidder considering the inventory, production and shipment. Request Bank to consider the same. Subsequent delivery timelines would be adhered.	Please adhere to the terms of RFP.



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27	Clause 14(c) Delays In The Vendor's Performance	39	After the successful pre-dispatch inspection, if the inspection is carried out, the vendor has to deliver and install the Cash Recyclers along with the UPS at identified sites. The delivery and installation has to be completed as follows: Cash Recycler delivery, grouting and installation along with the UPS delivery and installation has to be completed within 8 weeks for north east states and 6 weeks for remaining parts of the country from the date of issue of delivery instruction by the Bank. If the vendor fails to deliver and install the Cash Recycler within the specified limit, the Vendor shall be liable for the penalty as per the LD clause.	We request that Delivery &/or Installation timelines be subject to Force Majeure situations and the delay should be directly attributable to the Bidder.	Please adhere to the terms of RFP.
28	Clause 15 Liquidity Damage	39	<b>LIQUIDATED DAMAGES</b> If the vendor fails to deliver any or all of the Goods or fails to perform the Services within the period(s) specified in the	Bank should either levy penalty or liquidated damages. The reason for LD should be solely attributable to the Bidder. Further, Bidder should be entitled for a cure period before such liquidated damages are invoked.	Please adhere to the terms of RFP.



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			<p>Contract, the BANK shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the price of the delayed Goods i.e. on the cost of equipment excluding the applicable taxes or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% cost of delayed goods. If the equipment are not delivered or installed in time, the Bank may consider termination of the contract.</p>	<p>Request bank reconsider this clause and revised penalties. We request Bank to have penalty @ 0.2% cost of delayed goods for each week and capped at 5% max</p> <p>We request bank to consider the maximum deduction to 5% cost of the delayed goods. Also, for termination we request bank to consider a cure period of 30 days</p> <p>Bank should provide a cure period of 30 days to rectify any default or discrepancy before exercising the right to terminate the Agreement</p> <p>The Bank, without prejudice to any other remedy for breach of contract, by written notice (with a notice period of 30 days) of default, sent to the vendor, may terminate this Contract in whole or in part:</p>	
29	Clause 19 Limitation Of Liability	41	<p>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 (1) the infringement indemnity; or (2) bodily injury (including death) and damage to real property and tangible personal property caused by Vendor's negligence. Vendor shall not in any event be liable for any indirect or</p>	<p>We request the Bank to consider the following changes to this clause:</p> <p>The total liability of the Bidder for the actual loss shall not exceed payment received by the Bidder in the last 3 months from the date of such loss or damage suffered by Bank. Further, unlimited liability cannot be accepted as it's legally untenable.</p> <p>Further, the Bidder will not be responsible for any of data loss attributed to any Force Majeure</p>	Please adhere to the terms of RFP.



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		<p>consequential damages, or for loss of profit, business, revenue, goodwill, 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>For (1) the infringement indemnity; or (2) bodily injury (including death) and damage to real property and tangible personal property claims, the vendor shall reimburse the actual loss incurred by the Bank.</p>	<p>situation, or for other reasons beyond the control of the Bidder (e.g. Natural calamity, electricity failure, data migration, system failure, virus etc.).</p> <p>The Bidder will not be responsible for any malfunctioning of the system due to virus attacks, tampering with existing software system/data base, hardware/operating system, database-related problems and any fake, forged, soiled, loose notes or for the notes which are not issued by RBI during the agreement.</p> <p>Vendor's aggregate liability for actual direct damages shall be limited to a maximum of of the paid amount from the Bank to the Successful Bidder in the previous 12 months,</p> <p>Request Bank should reduce the aggregate liability to 12 months' fees paid by the Bank.</p>	
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30	Clause 20.3 Liability of Vendor	41	<p>Bidder shall be responsible for fulfilling the requirement of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Gratuity Act, Contract Labour (Regulations and Abolition) Act and all other labour and industrial enactment at their own risk and cost in respect of all AGs by Bidder. The Bank shall be indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts, etc. hence non-compliance or violation of any of these provisions of any of the Acts will be treated as breach of contract and shall lead to the termination of the contract. The Bidder shall maintain all records required to be maintained under statutory enactments and the Bidder shall submit to the Bank a certificate every month to the effect that Bidder has and is complying with all the statutory regulations as said heretofore.</p>	<p>Certificate every month would be not feasible, we request bank to consider yearly submission of certificate.( we need to have back to back with our subcontractors)</p> <hr/> <p>We request that the Bidder be responsible only till the period the actual cause of action arose and not otherwise.</p>	Please adhere to the terms of RFP.
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31	Clause 21 Settlement Of Disputes	43	SETTLEMENT OF DISPUTES	We suggest for sole Arbitrator as penal would be expensive for both the Parties. Further, in case the Arbitrators fail to appoint a third Arbitrator, Parties should be entitled to approach appropriate forum and act in accordance with Indian Arbitration Act.	Please adhere to the terms of RFP.
32	Clause 21 Settlement Of Disputes	43	If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the vendor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given	Request Bank to revise this period to 60 days	Please adhere to the terms of RFP.



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33	Clause 21(1) Settlement Of Disputes	43	<p>In case of dispute or difference arising between the Bank and a domestic vendor relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the respective Bank and the Vendor; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks Association, India which appointment shall be final and binding on the parties.</p> <p>(2) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of</p>	<p>(1) In case of dispute or difference arising between the Bank and a domestic vendor relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the provisions of the Mumbai Centre for International Arbitration and the Arbitration and Conciliation Act, 1996. The proceeding shall be carried out by a sole arbitrator to be appointed by the mutual consent of both parties and in case no agreement is reached between the parties on the appointment of a sole arbitrator, then to a panel of three arbitrators, one each to be nominated by the each party, and the third arbitrator, who shall be the Presiding Arbitrator, be appointed by the two arbitrators so nominated by the respective parties, as aforesaid.</p> <p>(2) Arbitration proceedings shall be held at Mumbai, Maharashtra, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p>	Please adhere to the terms of RFP.
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			<p>the appointment of its Arbitrator by the other party, then the Indian Bank' Association, both in cases of the Foreign Supplier as well as Indian Supplier, shall appoint the Arbitrator. A certified copy of the order of the Indian Bank' Association making such an appointment shall be furnished to each of the parties.</p> <p>(3) Arbitration proceedings shall be held at Chennai India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p>		
34	Clause 23 Scope of Work	44	<p>Indian Bank is looking for bidder/s who can supply, install and maintain 1500 Cash recyclers alongwith 1 KVA UPS and also maintain them during onsite comprehensive warranty period of 1 year and post warranty, onsite comprehensive AMC of minimum 6 years including spare part replacement, FLM support and SLM to maintain minimum 98.5% uptime of the CR. The</p>	<p>FLM Services is not under the scope of this RFP and request Bank to remove this.</p> <p>We request the Bank to clarify the reference of 'central monitoring solution' in this paragraph as we don't find any detailed requirement specified towards the same throughout the RFP.</p> <p>FLM activity to be performed by respective branch or Custodian and telephonic support can be extended as and when needed. Bank to clarify on central monitoring application and expectation from the tool</p>	<p>Please adhere to the amended clause.</p> <p>However, if Branches require, bidder will support to branches to complete the FLM activities.</p>



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			Successful bidder should support the equipment, TSS implementation, EJ pulling & central monitoring application for at least 7 years from the date of installation.		
35	Clause 23.1 Scope of Work	44	The successful bidder will have to provide the Cash Recyclers as per the Technical specification (Section X) and should have total responsibility for supplying, integrating, testing, installing Cash Recyclers and making them operational. The Cash Recyclers have to be interfaced with Bank's ATM EFT Switch (BASE 24). However, the Bank reserves the right to change the switching interface at any point of time. In such cases, it will be binding upon the successful bidder to provide the required support including terminal testing to commission the Cash Recyclers with new switching interface.	If Bank decides to migrate Switch, efforts are involved for migration, testing and integration and Bank shall pay the bidder at rates mutually agreed for these efforts  Please consider commercials for the following if the activity done after the SIT & UAT sign off.  1. Testing cost 2. Development cost 3. Roll out cost	Please adhere to the terms of RFP. However, mutually agreed cost for testing, development and rollout will be paid to the vendor if Bank decides to migrate switch in future.
36	Clause 23.3 Scope of Work	45	23.3 It is the responsibility of the successful bidder to deploy the existing and new (if any) display screens in Cash Recyclers as	Please consider roll out cost if visit is required	Please adhere to the terms of RFP.



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			and when released by the Bank. As per clause 8.1 of Section X of technical specifications, Content Management Client Software should be available in the Cash Recycler for loading icons and audio files from remote server of the bidder. If bidder has to manually load the screens, the same has to be done by the bidder and no charges for such activity will be paid by the Bank.		
37	Clause 23.4 Scope of Work	45	The Bank may outsource the Cash Recycler Managed services to an outside agency. The successful bidder should provide & install all the software and other utilities required for facilitating the Managed services for the new Cash Recyclers also	Any activity with regards to this outsourcing activity which requires Bidder time and effort, cost to be paid by Bank which can be mutually discussed and agreed  Please consider commercials if the activity done after the SIT & UAT sign off	Please adhere to the terms of RFP.
38	Clause 23.5 Scope of Work	45	Bidder to install the software & other utilities supplied by the bank post testing, during PM visits. If any urgent installation is required before the PM schedule, site visit charges will be paid on mutually agreed terms. Any subsequent re-installation of software on account of CR OS re-installation	Any Software reinstallation not attributed to Bidder shall be carried out at mutually agreed cost. Request for this	Please adhere to the terms of RFP.



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			etc by the vendor will have to be done at no cost to the Bank		
39	Clause 23.9 Scope of Work	45	The selected bidder should update /supply/install necessary changes in endpoints, if any, due to regulatory compliances as on the date of RFP or explicitly mentioned in the RFP (all Regulatory/Statutory/NPCI/RBI/UIDAI etc. guidelines, Industry regulations and audit compliance), the same should be available at no additional cost to the Bank irrespective whether it being minor or major modifications. However, if there are any additional hardware changes required, Bank will pay at mutually agreed rates. If any additional new third party software is required (excluding upgrade/patches of existing softwares), Bank will supply required software licenses or pay the cost for the software licenses at mutually agreed rates.	For any additional new third party software (excluding updates/patches of existing softwares), Bank will supply required software licenses or pay the cost for the software licenses at mutually agreed rates. Upgrades on software will be at mutually agreed costs	Please adhere to the terms of RFP.
40	Clause 23.10.f Scope of Work	46	Product wrapping.	Request bank to share the Layout of the warpping which need to be done, our cost will depend on the layout and the effort involved. Also, Typically ATMs / Recyclers are installed in	Please adhere to the terms of RFP. Layout will be shared to selected bidder only. The



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				lobby with a backroom and pushing the ATM halfway through the partition. Requesting bank to consider front side of the Recycler to be wrapped as per Bank brand requirement	layout will be for LEFT, RIGHT and FRONT
41	Clause 23.11 Para 1 Scope of Work	46	Implementation and monitoring of TSS services and to provide support to field engineers for TSS connectivity for all CRs	Any TSS disconnection not attributed to Bidder, Bank shall pay the visit charges for enabling this. Request for this.	Please adhere to the terms of RFP.
42	Clause 23.11 Para 3 Scope of Work	46	Initially, each selected bidder has to provide one resource for facility management service. However, Bank may ask to deploy second resource as per requirement and payment will be made accordingly for the actual number of deployed resources. Also, the cost quoted for onsite Facility Management Services should not be less than Government Minimum wage criteria for skilled labour in Area A category (i.e Metro)	We request Bank to allow for escalation in the cost of Facility Management (FM) resource/s annually as linked to the Consumer Price Index (CPI) as published by relevant statutory body/ies.	Please adhere to the terms of RFP.
43	Clause 24 Installation	47	Bank will provide the power and LAN point at the shortest distance possible as per site conditions. Inter connections between UPS & Stabilizer and between UPS & Cash Recycler will be the responsibility of the vendor.	Bank should provide Patch cord at sites before installation	RFP clause stands. Patch cord and other equipment to be arranged by the bidder itself.



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44	Clause 25 Disposal of Old CDs/ATMs/ BNAs/SNAs	47	<p>Disposal of Old CDs/ATMs/BNAs/SNAs</p> <p>The Bank proposes to offer approximately 1000 CDs/ATMs/BNAs/SNAs under buyback. The machines under buyback may not necessarily be from the site where new machine is to be installed. The number of CDs/ATMs/BNAs/SNAs under buyback may not be in the ratio of 1:1 and may be less than/more than 1:1. Successful Bidder must agree to buyback of existing terminals of Diebold, NCR, Wincor, LIPI, AGS and Hyosung make CDs/ATMs/BNAs/SNAs on "AS IS WHERE IS" basis, preferably in same district or city. The entire process of removing of old CDs/ATMs/BNAs/SNAs from the existing sites and disposal as e-waste following proper govt. guidelines to be ensured by the bidder without any extra cost to the Bank. Wherever necessary, successful bidder should also undertake de-installation of existing CDs/ATMs/BNAs/SNAs and</p>	<p>Request bank to provide buyback machines from same city within 5 Km radius. Team which will deliver machines onsite they will do reverse logistic by picking old machine. This will save time, efforts and cost. Also request bank to ensure old machines should be de-grouted, disconnected from switch. Also request bank to provide buyback invoice for old machines</p> <p>We request Bank to share list of all such locations.</p> <p>We request the bank to remove the scope of handover the hard disk of the old terminals to the respective branches.</p> <p>Challenge: Branch coordination buy back machine OEM Coordination Vendor coordination</p> <p>We request the bank to take it up with respective OEMs for the removal the Hard disk and keep ready for the bidder to move. Kindly consider</p>	Please adhere to the terms of RFP. The list of locations will be shared with delivery instruction
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			<p>installation of new CRs on the same day to minimize the downtime of CRs and handover the hard disk of the old terminals to the respective branches. This should be done as part of the project and vendor should take back existing CDs/ATMs/BNAs/SNAs and install the new CR simultaneously. Bank will release the payment to Successful Bidder after adjustment of the cost of old CDs/ATMs/BNAs/SNAs (buyback cost) finalized as per RFP on confirmation of replacement &amp; removal of old CDs/ATMs/BNAs/SNAs from sites. The individual delivery orders will specify whether it is new site of replacement order with buyback.</p>		
45	Clause 26 Maintenance Of Cash Recycler/UPS Uptime	47	<p><b>MAINTENANCE OF CASH RECYCLER/UPS UPTIME</b>  The vendor will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least</p>	<p>We request Bank to appreciate that 98.5% uptime at level of individual Cash Recycler/s is extremely difficult to deliver despite best efforts, especially in Indian environment &amp; working conditions. As per typical Industry standards, we suggest that Bank considers mandating uptime of 96% on quarterly basis, over the fleet of Cash</p>	<p>Please adhere to the terms of RFP</p> <p>Clarification: If the chest door lock is not getting opened due to wrong entry of password, then bank will</p>



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			<p>98.5% up-time for 24 hours a day, 7 days a week of operation of the machine.</p> <p>If any critical component of the entire configuration is out of service for more than two days, the vendor shall immediately replace either the defective unit without any loss of time on receipt of service call from the Bank.</p> <p>If the downtime is more than 7 days due to critical component failure attributable to the bidder and the bidder is unable to rectify, the bidder is liable for replacement of the entire unit at its own cost.</p> <p>If the chest door lock is faulted, the same has to be replaced by cutting the chest door at vendor's cost. If the chest door lock is not getting opened due to wrong entry of password, then bank will reimburse the cut-open charges for replacement of the lock.</p>	<p>Recyclers as may be deployed by the Bidder under this RFP.</p> <p>We further suggest that the aforesaid suggested uptime shall be subject to the exclusions, as listed below:</p> <ul style="list-style-type: none"> <li>- Any service resulting from theft attempt, negligence, misuse, or abuse, including the failure to operate and care for machine in accordance with the manufacturer's power, environmental, and other specifications.</li> <li>- Movement of machine by anyone other than Bidder.</li> <li>- Machine breakdown due to an alteration to machine or use of an attachment not provided and/ or supplied by Bidder, and confirmed in writing as compatible with machine's standard interfaces.</li> <li>- Machine is opened, tampered with or repaired by any person other than a person authorized by Bidder</li> <li>- Damage to or loss of currency cassettes not caused by Bidder</li> <li>- Data loss due to Virus or otherwise</li> <li>- Service calls resulting from errors, or omissions of the Bank or the Bank's Cash-in-Transit (CIT) servicer provider / Cash Replenishment or Evacuation Agency/ies (CREAs)</li> <li>- Service calls due to external circumstances</li> </ul>	<p>reimburse the cost of lock and cut-open charges for replacement of the lock.</p> <p>Clarification: If any critical component of the entire configuration is out of service for more than two days, the vendor shall immediately replace that defective critical component to make the CR fully operational without any loss of time on receipt of service call from the Bank.</p>
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				<p>such as water, fire, rodents, riots, accidents or environmental conditions including but not limited to improper power supply</p> <ul style="list-style-type: none"> <li>- Any miss-dispensation of cash from the machine</li> <li>- Any improper handling by the Bank's customer / third party, including vandalism.</li> <li>- Force Majeure events.</li> </ul>
				<p>Request bank to provide exclusions while calculating downtime. Exclusions shall be all reasons beyond bidders control like pandemic, riots, strikes, transport bandh. Also network down times and time taken for PM 's to be excluded from uptime calculation</p>
				<p>we request bank to consider 95% uptime , 98.5% is extremely difficult to achieve</p>
				<p>If the chest door lock is faulted post warranty, the same has to be replaced by cutting the chest door at Bank's cost.(Lock Replacement &amp; Breakopen charges needs to be borne by Bank. If the chest door lock is not getting opened due to wrong entry of password, then bank will reimburse the cut-open charges &amp; also the Lock Charges for replacement .</p>



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				<p>The vendor will accomplish preventive and breakdown maintenance activities to ensure that all hardware execute without defect or interruption for at least 98.5% up-time for 24 hours a day, 7 days a week of operation of the machine.(Excluding the Supervisory Mode Timing i.e. Branch's EOD Time Duration )</p> <p>We believe that the Bank means '... .. the vendor shall immediately replace the defective critical component' and not the whole machine. Please confirm.</p> <p>We request the Bank to allow the Vendor 30 days to undertake Root Cause Analysis for failure of such rectifications effected before insisting on replacement of the whole machine. This approach may help avoid damage to even the new machine should the actual cause be with the site conditions - such as excessive electric surges, rodent menace or others.</p>	
46	Clause 27 Delays In Repair	48	DELAYS IN REPAIR	<p>Lock charges to be borne by Bank along with Cut open charges for Password wrong entry / force majeure cases.</p> <p>We request Bank that the stated response &amp; resolution timelines shall not apply to Force Majeure situations, as also causes that are not directly attributable to the Vendor/Bidder.</p>	<p>Please adhere to the terms of RFP.</p> <p>Clarification: If the chest door lock is not getting opened due to wrong entry of password, then bank will reimburse the cost of lock and cut-open charges for replacement of the lock.</p>



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47	Clause 27 Delays In Repair	48	DELAYS IN REPAIR	Request bank to provide exemptions like riots, force major, local travel restrictions due to pandemic. Also geographically north east region we request to provide resolution time for T-4 and for semi urban areas T+2	Please adhere to the terms of RFP.
48	Clause 27 Delays In Repair	48	a) Type 1 Calls - severe defects in the Cash recycler / UPS due to which the CR is completely down or unable to transact and dispense cash to customers; Response time Type 1 calls -- 4 hours after logging call (For Metro/Semi-Urban/Rural/North East states)	Response time (Non Spare) Type 1 calls -- For Metro -- 4 Hrs Semi- Urban/Rural- 24 Hrs North East states - 2 Days	Please adhere to the terms of RFP.
49	Clause 27 Delays In Repair	48	b) Type 2 Calls - operational defects in Cash recycler / UPS but CR is able to transact and dispense cash to customers. Response time Type 1 calls -- 8 hours after logging call (For Metro/Semi-Urban/Rural/North East states)	Response time (Non Spare) Type 1 calls -- For Metro -- 12 Hrs Semi- Urban/Rural- 24 Hrs North East states - 2 Days	Please adhere to the terms of RFP.



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50	Clause 27 Delays In Repair	48	a) Type 1 Calls - severe defects in the Cash recycler / UPS due to which the CR is completely down or unable to transact and dispense cash to customers; Resolution Time Type 1 calls -- For Metro -- T + 1 Semi- Urban/Rural- T + 1 North East states - T + 3	Resolution Time (Spare Calls) Type 1 calls -- For Metro -- T + 1 Semi- Urban/Rural- T + 2 North East states - T + 3 In addition to the Response Time	Please adhere to the terms of RFP.
51	Clause 27 Delays In Repair	48	b) Type 2 Calls - operational defects in Cash recycler / UPS but CR is able to transact and dispense cash to customers.  Resolution Time (Spare Calls) Type 1 calls -- For Metro -- T + 1 Semi- Urban/Rural- T + 2 North East states - T + 3 In addition to the Response Time	Resolution Time (Spare Calls) Type 1 calls -- For Metro -- T + 2 Semi- Urban/Rural- T + 3 North East states - T + 5 In addition to the Response Time	Please adhere to the terms of RFP.
52	Clause 27 Delays In Repair	49	In case the Service Provider (successful bidder) fails to meet any one of the above standard of maintenance, there will be a penalty of Rs. 2,000/- (Rupees Two Thousand only) per day or part thereof per Cash Recycler/UPS subject to a	We assume the Penalty applies only for Vendor provided CRM HW downtime only and based on Uptime of 95%. Excludes all downtime not related to Vendor CRM HW faults. Penalties proposed by Bank are on higher side Request Bank to reduce the penalty amount to Rs. 250/- (Rupees five hundred only) per day per cash Recycler/UPS subject to a maximum 10%	Please adhere to the terms of RFP.  Clarification: Penalty will be calculated based on the delay on the part of successful bidder in attending/ resolving the



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			<p>maximum of Rs 20,000/- (Rupees Twenty thousand only) per Cash recycler/UPS, calculated on quarterly basis for not complying to the UPTIME as specified by the Bank. The penalty for downtime is applicable for not complying to uptime during the 1st year of warranty year also.</p>	<p>of AMC value of the Equipments supplied by the Bidder.  Also request Bank to Cap the penalties @10% per year</p> <p>In case the Service Provider (successful bidder) fails to meet any one of the above standard of maintenance, there will be a penalty of Rs. 500/- (Rupees Two Thousand only) per Cash Recycler/UPS subject to a maximum of 5% of the AMC value for the quarter of that machine, calculated on quarterly basis for not complying to the UPTIME as specified by the Bank. The penalty for downtime is applicable for not complying to uptime during the 1st year of warranty year also.</p> <p>We request Bank to consider reasonable penalty of Rs. 200/- per day for Cash Recycler/s failing to meet the desired uptime, and subject to a maximum of Rs. 2000/- per impacted Cash Recycler/s per quarter.</p> <p>Requesting Bank to change penalty amount to 500 INR with capping of penalty to the maximum of 50% QTRLY AMC amount of CR.</p> <p>We assume the Penalty applies only for Vendor provided CRM HW downtime only and based on Uptime of 95%. Excludes all downtime not related to Vendor CRM HW faults. Penalties proposed by Bank are on higher side Request Bank to reduce the penalty amount to Rs. 250/- (Rupees five hundred only) per day per</p>	<p>complaints lodged by the branches or bank's monitoring team.</p>
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				<p>cash Recycler/UPS subject to a maximum 10% of AMC value of the Equipments supplied by the Bidder. Also request Bank to Cap the penalties @10% per year</p> <p>Voltage fluctuations, earthing issues are beyond our control so request bank to pay for spare parts cost which affected from this. Also request bank to reduce penalties upto Rs. 500 per day and cap this for Rs. 5000 per machine maximum</p>	
53	Clause 27 Delays In Repair	49	<p>The fault reporting by the Bank will be through a telephonic message/email/SMS/through onsite support engineer. Service Provider should also provide an online facility for the Bank to register complaint and Service Provider should immediately redress the same and update the records in the website for online verification. Service Provider shall submit monthly call log reports to the bank for calculation of downtime. If the monthly call log report is not submitted immediately after completion of the month, then the penalty calculation provided by the Bank as per Bank's switch data will be considered final during payment of invoices</p>	<p>Requesting Bank to log calls through Portal / Email only for proper tracking and monitoring. Bank to provide 10 days for submission of Call log reports on earlier month.</p>	<p>Please adhere to the terms of RFP.</p>



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54	Clause 27 Delays In Repair	49	<p>Replacement of any spare parts suspected to be damaged due to reasons such as voltage fluctuation, earthing issue, zero battery backup should be done at no cost to the Bank during the warranty period and AMC period. The Cash recycler system supplied by the successful bidder (Cash recycler, UPS, voltage stabilizer and isolation transformer) should be capable of protecting the spare parts from the above hazards and prevent any damage to the whole system or any part of it. However, physical damages and damages due to calamities such as flood, fire, storm and lightning are exempted</p>	<p>damage cases due to external factors where vendor has no control will be charged to Bank. Also vendor should not be penalized for these faults/downtime</p> <p>Bank to remove, Voltage Fluctuation, Earthing issue, back up issue since UPS will not be able to handle Earthing and Battery replacement post warranty period comes under Bank scope.</p> <p>Electrical backup depends on the power supply available on site hence we request bank to consider damage due to UPS backup on chargeable replacement. Replacement of any spare parts suspected to be damaged due to reasons such as voltage fluctuation, earthing issue, zero battery backup should be done at cost to the Bank during the warranty period and AMC period. The Cash recycler system supplied by the successful bidder (Cash recycler, UPS, voltage stabilizer and isolation transformer) should be capable of protecting the spare parts from the above hazards and prevent any</p>	Please adhere to the terms of RFP.
55	Clause 28 Annual Maintenance	50	Annual Maintenance	We request bank to pay us for spare parts which are vandalised as well by damaged by customer/machine Custodian handling	Please adhere to the terms of RFP.



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56	Clause 28 Para 2 Annual Maintenance	50	All the parts of Cash Recyclers and UPS except consumables, currency cassettes, retract cassette, purge bin, printer head and paper roll stationery and batteries are covered under the scope of AMC. The vendor is also expected to maintain the equipment supplied for at least seven years from the date of installation	All the parts of Cash Recyclers and UPS except consumables, currency cassettes, retract cassette, purge bin, EPP, Locks, C lock & printer head are covered under the scope of AMC. The vendor is also expected to maintain the equipment supplied for at least seven years from the date of installation	Please adhere to the terms of RFP.
57	Clause 28 Para 4 Annual Maintenance	50	During Preventive Maintenance, functioning of DVSS system, TSS and EJ pulling agent should also be checked and the data backup (EJ & images/videos) has to be handed over to the branch for preserving the same. Bank will provide the media in the form of CD, DVD, USB drive or external Hard Disc. The preventive maintenance certificate duly signed by branch officials with seal should also include Earthing status, Power voltage status, Successful EJ connectivity with docket number and Successful TSS connectivity with docket number, duly signed by the branch officials with seal	During Preventive Maintenance, functioning of Internal Cameras, TSS and EJ pulling agent should also be checked. The preventive maintenance certificate duly signed by branch officials with seal should also include Earthing status, Power voltage status, Successful EJ connectivity with docket number and Successful TSS connectivity with docket number, duly signed by the branch officials with seal  Branch sign and seal will not be feasible for Offsite ATMS and Custodian signature is feasible and request bank to consider the same.	Please adhere to the terms of RFP.



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58	Clause 28 Para 6 Annual Maintenance	50	If PM is not done by the vendor or PM report is not submitted by the vendor, then Bank will deduct one engineer visit charges per quarter per CR as a penalty against not doing the PM activities.	Bank already charging PM penalty of INR 1000 as per page no 3. Pt- 11.10 warranty	Please adhere to the terms of RFP.
59	Clause 2 Delivery Schedule	52	The complete system has to be delivered with all accessories and software and installation should to be completed within 8 weeks for north east states and 6 weeks for remaining parts of the country from the date of issue of individual sitewise delivery instruction by the Bank.	Request bank to consider 12 weeks for north east states and 10 weeks for remaining parts of country.	Please adhere to the terms of RFP.
				We request bank to consider force major conditions while delivery of machines. Also request to increase timelines for delivery especially in north east region for 12 weeks	
60	Section VII Scope of Work for EJ Pulling Services	53	EJ Pulling agent disconnection	If any 3rd party EJ agent is being used by bank an if any disconnection not on account of bidder, then bank shall pay visit charges to establish the EJ back	Please adhere to the terms of RFP.
61	Clause h (iv) Scope of Work for EJ Pulling Services	54	iv. Vendor shall provide 4 Mbps leased line connectivity between Bank's data centre and the EJ server of the Vendor (successful bidder's EJ server) and maintain the same throughout the contract period for pulling EJ remotely and also for pushing the screens, audio files, currency templates	Please clarify and confirm the scope:  Vendor shall provide 4 Mbps leased line connectivity between Bank's data centre and the EJ server of the Vendor . Kindly confirm.  Whether bidder can use the Bank server provided for Terminal security solution for this functionality	Bidder can use the Bank server provided for Terminal security solution for this functionality for EJ services, however 100% EJ pulling will be bidder's sole responsibility.



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			and software patches. In case the leased line is already available to the vendor location, then the vendor to ensure that the line is upgraded to minimum 4 Mbps connectivity. Bank will provide the necessary router at the Bank's end for the successful bidder to terminal the links. Cross connection up to bank's rack shall be arranged by the successful bidder.	for EJ services. as mentioned RFP in the below clause  vi. If vendor uses the TSS server for EJ pulling then same server will be also used for pushing the screens, audio files, currency template, camera images and software patches, etc. The above said activities will be done by vendor without any cost to bank.  We suggest bank, 2 MBPS leased line sufficient. Request to accept	
62	Clause h (vi) Scope of Work for EJ Pulling Services	54	If vendor uses the TSS server for EJ pulling then same server will be also used for pushing the screens, audio files, currency template, camera images and software patches, etc. The above said activities will be done by vendor without any cost to bank.	To push currency templates may be challenging. Patches above certain size also cannot be pushed. Field visits are required for this. Bank should pay for field visits in such cases	Please adhere to the terms of RFP.
63	Clause h (vii) Scope of Work for EJ Pulling Services	54	All EJs pulled must be stamped with the 'Event time'. All EJs must contain information regarding Counterfeit notes detected and impounded	Product team to comment on capturing the details of counterfeit notes in EJ.	Please adhere to the terms of RFP.
64	Sl. No. 1 Qualification Criteria	55	Document /Proof to be submitted- A certificate from the same Bank clearly mentioning that the	Reference letter issues by Scheduled Commercial bank in last 4 Month to be considered for evaluation as the valid certificate.	Please adhere to the terms of RFP.



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			services of bidder were availed for a minimum of 3 years		
65	Sl. No. 4 Qualification Criteria	55	The bidder should have “supplied & installed” at least 3000 Cash Recyclers / ATMs and / or BNAs of same make proposed to be delivered under this RFP amongst at least two Scheduled Commercial Banks in India and should have executed and installed a single order for supply of minimum 100 Cash Recyclers for any Public/Private sector bank during last 3 financial years and functioning satisfactorily as on date of the bid submission.	Since Bank is procuring Cash Recycler Machines as part of this RFP, we request Bank to consider Bidders experience in installations and maintenance of cash recyclers. We suggest to modify clause as "Bidder should have supplied and installed at least 3000 Cash recyclers of same make and same model. Also bidder should have installed machines in 2 scheduled commercial Banks in India and should have executed and installed a single order for supply of minimum 500 Cash Recyclers each for any public/private sector bank during in last 3 years and functioning satisfactorily as on date of bid submission	Please adhere to the terms of RFP.
				As per the RFP quantity is on the higher and Cash recycler is totally different from the ATM / BNA. The functionality and technical support is totally different from Cash dispenser / ATM / BNA. We request the bank to consider only the Cash recycler supplied and installed for this RFP , which would give bank the comfort during deployment and future support. Kindly consider the modify the clause The bidder should have “supplied & installed” at least 3000 Cash Recyclers of same make / model proposed to be delivered under this RFP amongst at least two Scheduled Commercial Banks in India and should have executed and	



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				installed a single order for supply of minimum 100 Cash Recyclers for any Public/ Private sector bank during last 3 financial years and functioning satisfactorily as on date of the bid submission.	
66	Clause 9 Other Terms & Conditions	58	Vendor shall indemnify, protect the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights, agency / dealership etc., or such other statutory infringements in respect of the entire software and hardware supplied by the vendor.	The Bidder should only be liable for proven damages or losses which are suffered by the Bank (including any customer claims) by the adjudicating authority and only those which are solely attributable to the Bidder.	Please adhere to the terms of RFP.
67	Sl. No. 15 Documents to be submitted	61	POs & Certificates issued by at least 2 Scheduled Commercial Banks in India for satisfactory services of the bidder totalling to at least 3000 Cash Recyclers/ ATMs and/or BNAs of same model proposed to deliver under this RFP. (For Eligibility Criteria 4).	Section VIII - Qualification Criteria on page 55 Sr. No. 4 requires Bidder to submit POs <b>OR</b> Certificates. However, this clause states POs <b>AND</b> Certificates. We request Bank to clarify.	Both PO and certificates are required for satisfactory services.



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68	Manufacturers' Authorization Form	68	MANUFACTURERS' AUTHORIZATION FORM (TO BE SUBMITTED SEPARATELY FOR CASH RECYCLER & UPS)	We request the bank to allow the bidder to give 2 MAFs for UPS as this will help in faster implementation along with getting services from vendors who have good service network in specific regions.	Bidder can submit MAF for maximum two manufacturers of UPS.
69	Clause 13 Non-Disclosure Agreement	85	The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.”	We suggest to delete the Indemnity clause from NDA & it may be retained only in the Contract / Agreement with suggested edits / modifications.	Please adhere to the terms of RFP.
70	Sl. No. 1.5 Section X	92	During the contract period, successful bidder has to mandatorily upgrade the OS with latest security patches without any extra cost to bank.	Bank is talking about only security patches. In case supplied OS is declared end of support by Microsoft, the bidder has to replace the same with a supported OS including the supported hardware changes or provide compensating controls without any cost to Bank  Bidder will provide OS updates (not upgrades) including security patches. We request bank to consider the below, since OS release done by Microsoft and bidder / OEM have no control on this. Kindly consider 1. OS upgrade license cost	The clause mentioned is only about updating latest security patches of Windows 10/ Linux OS.



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				2. Testing cost 3. Roll out cost On a mutual agreed price	
71	Sl. No. 1.7 Section X	92	Other normal voice guidance should be available in 7 languages (Bengali, Gujarati, Hindi, Kannada, Malayalam, Marathi & Telugu). Required audio files should be provided by the vendor in a standard format.	We believe that IBA's extant guidelines require Voice Guidance to be supported in English & Hindi languages ONLY. There are no standard guidelines advised by any statutory bodies for Voice Guidance to be provided in any other regional languages. We request the Bank to confirm & if so, kindly delete this part of the Voice Guidance requirement.  All feature as per current mandate will be provided any subsequent changes in future cannot be envisaged hence request bank to consider this at mutually agreed cost.	Please adhere to the terms of RFP.  IBA's extant guidelines is only for workflow for visually challenged customers. The Cash Recycler Terminal should support 3 languages (English, Hindi & respective regional language of) in the state where installed.
72	Sl. No. 1.7 Section X	92	Voice guidance support with internal speakers and head phone jack for visually challenged (Text to speech converter software) should be available	We request bank to provide WAV files for regional languages to maintain uniformity for end customer experience	WAV files to be supplied by successful bidder for visually challenged customers as per IBA workflow.



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73	Sl. No. 1.8 Section X	93	OS hardening: All Cash Recyclers should be adequately hardened. Only white listed necessary services should run on the machines. No malware including viruses, worms & Trojans should enter the Cash Recycler and affect the Cash Recycler and the network. All Cash Recyclers should be PA-DSS Compliant. Bank's Anti-Virus solution should be installed in the Cash Recyclers. The operating system should have the provision for parametrization to log critical changes and incident for monitoring purposes.	We wish to bring to Bank's notice that under Sr. No. 16 (pages 110 to 115) of this Section X, comprehensive Terminal Security Solution has been specified to be provided with the Cash recycler/s. Hence, Anti-virus solution will not provide any additional benefits. Hence, we request Bank to remove references to Anti-virus from this clause.  Request Bank to provide clarity of AV on top of Application Whitelisting solution.	As of date bank is not providing Anti-virus solution for installation in CR. However, CR solution should be able to support Bank's AV solution if provided in future.
74	Sl. No. 1.10 Section X	93	Software / firmware / license for using EMV smart cards on Cash Recycler should be available in the Cash Recycler. Cash Recycler should be loaded with latest version of certified EMV kernel.	We request the bank to consider Software / firmware / license for using EMV if Microsoft upgrade or change. Kindly consider License, testing and roll out cost	Please adhere to the terms of RFP.
75	Sl. No. 1.11 Section X	94	Cash Recycler must also have biometric authentication capability with finger-print reader as per Aadhar specification and same is required from the initial	Biometric Device need to connect to Biometric OEM network for RD mgmt. server key exchange. We request bank to manage connectivity with Biometric OEM for RD mgmt. server	Please adhere to the terms of RFP.  Clarification: The Supplied Bio-metric Reader in Cash



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			<p>stage. The Cash Recycler should support Bio-metric functions and integrated with the Bank's Biometric solution and UIDAI certified solution (Aadhaar) without any additional cost. The Supplied Bio-metric Reader in Cash Recycle machine should confirm to the bio-metric device specification of L0 /L1 as stipulated by UIDAI, and should be Registered Device (RD).</p>	<p>Kindly confirm the following Bank readiness for this solution Bank readiness for RD server Bank readiness in handling transaction. Since no bank yet to start these functionality, we request the bank to consider</p> <ol style="list-style-type: none"> <li>1. Testing cost</li> <li>2. Development cost</li> <li>3. Roll out cost</li> </ol> <p>if the implementation is taken after the SIT &amp; UAT sign off.</p> <p>We believe that Bank expects the Biometric Reader in Cash Recyclers to conform to L0/L1 device specifications stipulated by UIDAI &amp; also to be a Registered Device as &amp; when Bank wants to integrate the same with Bank's UIDAI-certified biometric authentication solution; and then the UIDAI certificate for the Cash Recycler's Biometric Reader needs to be submitted at no cost to the Bank. Please confirm.</p>	<p>Recycle machine should confirm to the bio-metric device specification of L0 /L1 as stipulated by UIDAI, and should be Registered Device (RD). At the time of implementation in future, the integration and certification of the same should be vendors' responsibility at no cost to bank.</p>
76	Sl. No. 1.13 Section X	94	<p>CR should accept deposits using any Bank's Debit / Credit cards, without cards, using Aadhaar based authentications with biometric. CR should support Bar code reading and QR code</p>	<p>We request Bank to clarify whether the QR code reader to be present in machine from day one or it can be upgraded later at mutually agreed commercials once complete details of this desired functionality are made available to the Bidder.</p>	<p>QR code reader is not necessary from day one, but CR should have the capability to support Bar code reading and QR code</p>



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			reading if required by the Bank in future. Cash Recyclers should recognize the Chip cards which include EMV Cards and Biometric authentication and accordingly display the screen and voice prompts.	Please confirm, Machine will support Bar code & QR code. Kindly consider the below 1. HW upgrade cost 2. Development cost 3. Testing cost 4. Roll out cost	reading if required by the Bank in future. At the time of actual implementation of Bar code or QR code reader, Bank may pay at mutually agreed cost.
77	Sl. No. 2.3 Section X	95	Send signals to external alarm system and also to EFT switch during opening and closure of the chest door. Vendor should coordinate with the suppliers of external alarm systems / e_Surveillance to connect the sensors.	Machine send signal to EFT switch only. Please clarify on the signals sending to external alarm system and e-surveillance also clarify the support.  Request bank to modify and remove external alarm system coordination and integration requirement	E-surveillance vendor will install sensor in the chest door and will connect it to external alarm system. CR vendor has to support them during the process for sensor installation in chest door.
78	Sl. No. 2.4 Section X	95	Dual combination electronic locking system with capability of accepting 6+6 digits with One Time Combination passwords as well as static passwords. Lock should accept both One Time Combination passwords as well as dual combination static passwords.	Once OTC is implemented, lock will not work on static password. Requesting Bank to look into the same	CR should support Static password till the OTC is implemented in the CR. After implementation of OTC static password may be discontinued.
79	Sl. No. 2.4 Section X	95	Further the Dual electronic digital one-time combination lock with code generation and audit trail capability provided by the bidder must comply with RBI circular RBI/2018-19/214 DCM (Plg.)	Electronic digital one time combination lock is managed by Cash Replenishment Agency.  Request Bank to remove this requirement from bidder and should be managed with CRA Agency.	The chest door lock/supplied by the bidder should support OTC functionality with necessary audit trail. The



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			No.2968/10.25.007/2018-19 dated 14.06.2019.	Bidder has to provide locks which support for OTC generation	code generation is under the scope of CRA.
80	Sl. No. 3.18 Section X	98	Solution for remote updation (addition + deletion) of currency templates from a remote server should be provided. If the solution is not provided, such updations are to be performed manually at no cost to the Bank within 2 weeks from the notification by the Bank. Successful bidder to host the server in their network and connect to cash recyclers through the network provided by them for EJ pulling. However, successful bidder may also use TSS server for pulling & keeping EJ files. In both cases 100% EJ pulling.	Any new denominations introduced will need to undergo proper testing and validation before it can be included in the template file. This will take more than 2 weeks. Such activity shall require field visit and shall be agreed mutually.  This is subject to connected terminals and data availability in the machine	Please adhere to the terms of RFP. The clause pertains to remote updation of currency templates for the existing denominations only.
81	Sl. No. 3.19 Section X	98	Light inside the cash slot for proper visibility of the cash slot to the customer is preferred.	Please clarify bank requirement.	There should be enough light in the area of cash slot to avoid inconvenience to customer during depositing and picking up the cash.
82	Sl. No. 3.20 Section X	99	The recycling currency cassettes should be capable to store a minimum of 2500 notes.	We request the bank to increase the he recycling currency cassettes should be capable to store	Please adhere to the terms of RFP.



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				upto 3000+ notes. Since all the bidders have these cassette capacities	
83	Sl. No. 3.21 Section X	99	Cash Recycler should have a minimum note transport speed of 8 notes / second. Entire cash acceptance of 200 standard notes should be completed in 40 seconds or less time.	Time depends on the flow of the transaction, screens selected by the customer, network bandwidth and time taken for Switch response.-	Please adhere to the terms of RFP. Entire cash acceptance of 200 standard notes should be completed in 40 seconds or less time after receiving response from the switch.
84	Sl. No. 3.23 Section X	99	Successful bidder shall bear the loss incurred by the Bank, if any, due to acceptance of non-issuable and / or counterfeit notes by the Cash Recycler	Testing of all counterfeit notes in circulation is not possible. We have tested counterfeit notes which were available and incorporated the parameters in the CDF. Any new counterfeit currencies available with the Bank will have to be tested during the UAT. Any such disputes, need to be justified between both the parties before conclusion. Loss on account of these to be adjusted with account holder and details of the depositor is provided through EJ	Please adhere to the terms of RFP. The cash recycler terminals should accept only the notes whose templates are fully matched as per RBI specifications.
85	Sl. No. 3.25 Section X	99	Whenever the notes are impounded by the Cash Recycler, receipt shall be issued to the depositor with serial no. and denomination of the notes. The same details should be logged in the EJ.	This is as per switch configuration	Please adhere to the terms of RFP. EFT Switch will issue necessary Command to the Cash Recycler. Cash Recycler should have this functionality to read and print the Serial number &



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					denomination details in the receipt.
86	Sl. No. 3.26 Section X	99	If power fails after the notes are deposited in the cash tray and shutter is closed, but before the cash recycler counts the notes, the notes shall be counted on next power up and shall be moved to the retract cassette. Details of the notes thus retracted shall be written in the EJ.	This is as per switch configuration	Please adhere to the terms of RFP. EFT Switch will issue necessary Command to the Cash Recycler and Cash Recycler should possess this functionality.
87	Sl. No. 3.38 Section X	100	The Cash Recycler offered as part of the current RFP must Identify the year of issue of the Indian Currency Note with 100% accuracy.	Requesting bank to provide clarity about this clause. As per us this is not applicable for the Recycler ATMs	Please adhere to the terms of RFP.
88	Sl. No. 5.1 Section X	101	Touch screen of Capacitive/SAW/Infrared type with or without 8 function keys (FDK). Cash Recycler should provide alpha numeric key pad using touch screen. Cash Recycler also should be capable of providing virtual key board for	We strongly recommend that Bank opts for Consumer Displays with FDKs (4+4) on either sides of the Touchscreen enabled LCD or LED colour displays. This ensures better guided flow of transactions for the consumer & also serves as a back-up to support transactions, in situations where Touchscreen may be dysfunctional. Please confirm if FDKs will be a mandatory need.	Please adhere to the terms of RFP.



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			<p>entering Aadhaar / IFSC /Debit card numbers etc. The Functions Keys should be made of polycarbonate tactile / stainless steel with 4 key on each side of the monitor with Braille enabled keys. If FDK's are present in the display monitor, the Function keys should be fixed very close to the monitor and should be on the same horizontal level as that of the buttons available on the screen, to provide a better customer experience during transactions.</p> <p>Touch Screen should be of sturdy make. In the event of a fault in Touch Screen arising through normal wear and tear, Vendor shall replace the same at no extra cost to the Bank.</p>	<p>Only touch screen will create issues with machines in later phases since Indian conditions are dusty and it will hamper machine performance and availability. We suggest Bank should stipulate on both Touch screen and FDKs which give better customer experience as well customers are more used to physical FDKs aligned to the Screen.</p> <p>We request the bank to consider ouch screen of Capacitive/SAW/Infrared type with 8 function keys (FDK). All the bidders have touch screen and 8 function keys and standard. This will also provide uniformity for transaction process for bank customers using Bank machines across the country.</p> <p>Also if the touch screen have any issues , bank customer can opt for 8 functional keys for transaction.</p>	
89	Sl. No. 6.5 Section X	103	Remote Power off / Restart facility	While machine can be shutdown from Central Switch, for restarting requires physical visit to the machine. Hence request for this clause to be omitted	Please adhere to the terms of RFP. Remote power-off and Restart facility are required. However, Remote power-on facility is not required
90	Sl. No. 7.4 Section X	104	The vendor will be responsible for maintenance activities like	Since this point has security implications, housekeeping and maintenance activities of the	Please adhere to the terms of RFP.



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			taking backup and image retrieval.	DVR images should be the responsibility of the Bank	
91	Sl. No. 8.4 Section X	106	Patch Management: Successful bidder shall be responsible for updating the software patches in all the Cash Recyclers uniformly. Release of new patches, testing and Installation of patches (remotely or physically) shall be tracked centrally and communicated to the Bank.	Windows 10 patches could be in the range of 1GB or more. Network bandwidth may not allow such remote distribution remotely. Request Bank to keep this outside the scope until such infrastructure is made available	Please adhere to the terms of RFP.
92	Sl. No. 11.7 Section X	107	EJ should record all events during a transaction, right from insertion of the card, till the removal of cash and card after completion of the transaction	This is as per switch configuration	Please adhere to the terms of RFP.
93	Sl. No. 14.1 Section X	108	Cash Recycler should be able to operate in a wide range of temperature (10 to 45 degree) and humidity conditions from 20 to 80 RH.	We request Bank to amend this clause to 10 to 40C which is the normal range for a lobby ATM / CRM Please consider operate in a range of 5 to 40 degree which normal temperature across India. We request bank to change clause parameters	Please adhere to the terms of RFP.
94	Sl. No. 16.1 Section X	110	Successful Bidder(s) will have to provide TSS Client & Server licenses and related software for TSS implementation and should provide necessary support throughout the contract period in the Bank's DC & DR	We request Bank to confirm TSS support expected from OEM is considering onsite support or only technical support expected for TSS maintenance.	onsite support as well as technical support expected for TSS maintenance.



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95	Sl. No. 16.5 Section X	111	The solution should have capability to allocate only required CR resources to the White listed application. During the running of the Whitelisted application, TSS should monitor if only those resources are being accessed. In case of any deviation, alert should be raised and resources should be blocked. Further, any outdated malware definitions on a terminal should be highlighted in a centralized dashboard.	Application Whitelisting does not have Malware definition like a Ant-virus solution. It works on policy and whitelisting of approved application. Request Bank to look into the same	Please adhere to the terms of RFP.
96	Sl. No. 16.7 Section X	111	Time based Admin Access should be provided. This control measure requires to parameterize and provide access on need basis, which is each CR specific, only during specified time window as prescribed and should be controllable from the centralised admin portal.	Request Bank to amend this a "Time based Admin with Onetime password from a centralised system"	Please adhere to the terms of RFP.
97	Sl. No. 16.14 Section X	112	The solution shall be able to set Windows/Linux Password Centrally.	We request Bank to remove this clause as Windows password change is restricted to be entered at the terminal only with OTP mechanism; which is generated and provided through central server. We also request the bank to remove the	Please adhere to the terms of RFP. This clause refer to the time based admin access for dynamic password



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				<p>references for Linux for Cash Recyclers in the specifications</p> <p>We use dynamic password system and password is issued only on request to an authorized user. Request Bank to remove this clause</p> <p>Admin OTP solution supports only Windows hence request bank to remove Linux Please consider as common Request for Bank to remove Linux from all clauses</p>	
98	Sl. No. 16.31 Section X	114	The solution should support online and offline password management.	Since ATMs are not in AD and Onetime password is serverless solution we offer offline dynamic onetime password solution. Request Bank to look into the same	Please adhere to the terms of RFP. This clause refer to the time based admin access for dynamic password
99	Sl. No. 16.33 Section X	114	The solution should be able to dynamically change the hardening policy of the OS on the CR.	OS hardening be done as part of UAT and VAPT testing. These are not to be changed dynamically to keep the security under control	Please adhere to the terms of RFP.
100	Sl. No. 16.37 Section X	114	The Operating System Hardening should be managed and administered centrally	OS hardening be done as part of UAT and VAPT testing. These are not to be changed dynamically to keep the security under control	Please adhere to the terms of RFP.
101	Sl. No. 17.2 Section X	115	Should Encrypt all data (user files as well as system files) from a Cash Recycler Machine's hard disk.	The HDE solution provides protection against offline attack and protects data when it is at rest. It is a full Hard Disk Encryption sector by sector but not file encryption. Request Bank to remove this clause	Hard disk encryption should cover all type of files. No file should be accessible if the Hard disk is connected to another PC.
102	Sl. No. 8	118	Ripple (without battery): < 1 %	Ripple (without battery): < 2 %	Please adhere to the terms of RFP.



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	Technical Specification for 1 KVA UPS				
103	Sl. No. 11 Technical Specification for 1 KVA UPS	118	No. of hours of battery backup: 8 hours [Load of 1 KW @ unity power factor]. In addition to the Cash Recycler, network equipment and One CFL lighting in the ATM room are also to be considered for the load calculation.	We request the bank to give clarification for battery sizing should be calculated on Actual load or 1KW  UPS support 1 kVA / 800 Watts. Request to please confirm 800 Watts load or as per Site load for 8 Hrs backup.	battery sizing should be calculated on 1KVA.
104	Sl. No. 12 Technical Specification for 1 KVA UPS	118	Battery voltage: Bidder to specify as per backup requirement of 8 Hours	To have equal uniformity for all UPS vendors, request to specify VAH required for 8 Hours backup, so there is no disparity between different vendors	Please adhere to the terms of RFP.
105	Sl. No. 13 Technical Specification for 1 KVA UPS	119	Battery Type: Sealed Maintenance Free [SMF]. No. of batteries connected to UPS should not exceed 4.	As battery backup required 8hrs, as per the actual load so we request the bank to not restrict the number of batteries to 4 nos  SMF Battery Manufacturers provide 2 Years Warranty on Batteries. Request Bank to change warranty on batteries to 2 Years instead 3 Years as per RFP specs.  Please allow us 6 batteries, as our UPS is compatible with min. 6 batteries.	Please adhere to the terms of RFP.
106	Sl. No. 14 Technical Specification	119	Battery Make, Model: Reputed make from companies conforming to ISO 9001-2000	Please consider one year warranty for batteries.  SMF Battery Manufacturers provide 2 Years Warranty on Batteries. Request Bank to change	Please adhere to the terms of RFP.



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	for 1 KVA UPS		standards. 3 year warranty should be provided for batteries	warranty on batteries to 2 Years instead 3 Years as per RFP specs. Please confirm 3 Years warranty as per specification or 1 year warranty as per tender	UPS & battery warranty should be for 3 years and AMC for UPS should be for 4 years.
107	Sl. No. 15 Technical Specification for 1 KVA UPS	119	Battery voltage rating: Total VAH shall be sufficient to provide 8 Hrs. Backup using batteries of same batch	We request Bank to give VAH required so there is no disparity or any scope of manipulation Kindly Specify the VAH requirement.	Please adhere to the terms of RFP. Bidder to decide the VHA.
108	Sl. No. 21 Technical Specification for 1 KVA UPS	119	Frequency: 50 Hz [+/- 0.25 Hz]. 50 Hz [+/- 0.25 Hz] in synchronous mode	Frequency: 50 Hz [+/- 0.25 Hz]. 50 Hz [+/- 3 Hz] in synchronous mode . Plz refer point no 29 page no 119	Please adhere to the terms of RFP.
109	Sl. No.24 Technical Specification for 1 KVA UPS	119	Overload capacity: 125% for 5 min & 150% for 60 Sec	Overload capacity: 125% for 1 min & 150% for 3 Sec	Please adhere to the terms of RFP.
110	Sl. No. 31 Technical Specification for 1 KVA UPS	119	Transfer [Inverter to Bypass]: In sync mode - < 2 to 3 m sec	We request the bank to make this 4ms(typical)	Please adhere to the terms of RFP.
111	Sl. No. 34 Technical Specification	119	Inverter Efficiency [DC to AC] at full load & nominal input voltage: > = 90 %	We request the bank to make this >=86% Inverter Efficiency [DC to AC] at full load & nominal input voltage: > = 85 %	Please adhere to the terms of RFP.



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	for 1 KVA UPS				
112	Sl. No. 38 Technical Specification for 1 KVA UPS	120	Ambient Temperature: 0 to 50 Deg C	We request the bank to make this 0 to 40 Deg C	Please adhere to the terms of RFP.
113	Sl. No. 44 Technical Specification for 1 KVA UPS	120	Cable Entry: Bottom	Cable Entry: Rear side of the UPS	Please adhere to the terms of RFP. Rear side bottom is OK
114	Table P1 Commercial BID	121	1 KVA UPS (along with a stabilizer and an isolation transformer) with 8 hours power backup as per specification with initial warranty of 3 years (batteries also to be provided with 3 year warranty)	Bank to clarify on Warranty & AMC period, wherein Bank asked for 1 Year warranty on UPS and 6 Year AMC. Request Bank to change UPS warranty to 1 Year which is standard warranty given by UPS OEMs and 2 Years for Batteries from the date of Installation. Post initial warranty of 1 Year AMC will be applicable for UPS alone & Batteries will be replaced on chargeable basis to Bank post expiry of 2 Years warranty depending upon the back-up given by them, Battery conditions and Power Outage situation at a particular site. Batteries will not be covered under UPS AMC as they are consumables and life of SMF Batteries are depends upon site specific conditions and charge – discharge cycles.	Please adhere to the terms of RFP.  Warranty period of UPS & batteries will be 3 years.



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				<p>Bank has mentioned UPS warranty as 1 year in clause 14.2.3 page 21, while we have seen in other places that UPS warranty sought by bank is 3 years. Request Bank to clarify</p> <p>Please clarify 1 KVA UPS (along with a stabilizer and an isolation transformer) with 8 hours power backup as per specification with initial warranty of one year (batteries also to be provided with 1 year warranty)</p> <p>Contradicts clause 9 (c) page 35 which asks for warranty for 1 year for Cash Recycler &amp; UPS both with 6 years of AMC. We request Bank to clarify.</p> <p>Please consider AMC for 1 KVA UPS (along with stabilizer and isolation transformer) after one year warranty</p>	
115	Table P2 Commercial BID	122	AMC for 1 KVA UPS (along with stabilizer and isolation transformer) after 3 years warranty	Bank asked for 1 Year warranty on UPS and 6 Year AMC. Request Bank to change UPS, Stabilizer & Isolation Transformer warranty to 1 Year which is standard warranty given by UPS OEMs.	Please adhere to the terms of RFP.
116	Table P3 Commercial BID	122	Lockable Currency Cassette (Recycle enabled)	We request the bank to consider these additional cassettes supply with more delivery time and separate. This would help us the plan the cassette supply manufacturing schedule.	These cassettes need to be supplied along with Cash Recyclers to implementing Cassette Swap from day one.
117	Table P3 Commercial BID	122	Lockable Divert/Reject/Retract Bin	Please let us know whether bank require Lockable Divert/Reject/Retract Bin.	Divert/Reject/Retract bin is required to be lockable. However, if the impounded



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				We request the Bank to kindly remove this requirement.	notes cassette is fixed on the machine then it can be provided without lockable facility.
118	Table P5 Commercial BID	123	Facility Management Services at Bank's location. No of Resources : 2	We request the Bank the following, Kindly consider the resource :1 * Please let us know whether the bidder can use the existing resource	Please adhere to the terms of RFP. Exiting resource cannot be used
119	Bullet 5 Commercial BID	123	Warranty period for Cash Recycler & UPS along with batteries, stabilizer and isolation transformer will be 1 year and 3 years respectively from the date of installation and AMC support will be for after expiry of the warranty period.	Contradicts clause 9 (c) page 35 which asks for warranty for 1 year for Cash Recycler & UPS both with 6 years of AMC. We request Bank to clarify.	Please adhere to the terms of RFP. Clarification: For CR, Warranty required for 1 years and AMC of 6 years. However for UPS Warranty required is 3 years and AMC of 4 years
120	Bullet 6 Commercial BID	123	The per annum rate of AMC quoted by the bidders for Cash Recycler and UPS shall not be less than 8% of the cost of the Cash Recycler & UPS. Please note AMC for Terminal Security solution need to be considered	We recommend the following  1st and 2nd year as 10% 3rd and 4th year as 12% 5th and 6th year as 14%. Terminal Security software AMC need to be included.	Please adhere to the terms of RFP.
121	<b>General Query</b>		<b>General Query</b>	We request Bank to provide the editable PDF or MS-Word file of this RFP as the RFP is in scanned form and OCR does not work properly on formats leading to typos and missed words. This would also help ensure fidelity of the original RFP's content while submitting bids.	Word file will be shared



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122			New clause to be added	We suggest to add a clause below at suitable place in the proposed Contract: The Bank shall examine on daily basis reconciliation of the reports / statements for the services provided by the Bidder. In case of any error/s or discrepancy/ies found during the verification, the Bank should inform or notify the Bidder within 48 hours and maximum within 7 days from the submission of the MIS reports/statements by the Bidder/Vendor, failing which such reports / statements submitted by the Bidder shall be deemed confirmed as correct and undisputed from the Bank's end. The Bidder shall not entertain any claims or liabilities raised by the Bank later than prescribed time hereinabove.	Clause cannot be added
123			Currency Cassettes as part of TCO in Commercial Sheet	Currency Cassettes to be supplied under this RFP shall only be applicable for the machines supplied under this RFP as some of the bidders has already large number of machines installed in Bank and they should not have an disadvantage on this RFP compared to Bidders who do not have any machines as on date in Indian Bank	Clause cannot be added

