

**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**  
**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

**Annexure I – Clarifications**

SI No	RFP Point No / Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested	Replies To Queries
1.	6.ii	8	If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFP.	Please consider L1 & L2 (60:40) to turn this tender more competitive.	Please adhere to the terms of RFP
2.	4.i	14	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.	Copies of original Certificate of registration and Incorporation certificate is to be submitted
3.	14.2	19	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, 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.	Please adhere to the terms of RFP
4.	23 Signing of Contract	21	Within Fifteen (15) days from the date of receiving the Purchase Order, the Successful bidder(s) shall provide acceptance of the purchase order, sign the contract as per the format provided in	We request that the precise format of the SLA may please be discussed mutually before finalising & executing the same.	Please adhere to the terms of RFP



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**  
**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

			<p>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 dispenser 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>		
5.	25	21	<p>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 said contractors are covered independently under the EPF &amp; 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.</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>



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**

**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

6.	3 Patent rights	28	Patent rights, IP infringement and Indemnity (mentioned elsewhere and throughout the RFP)	Request the Bank to include the our Standard Indemnity Provision. Please refer to the indemnity provision stated under the sheet: Standard Indemnity.	Please adhere to the terms of RFP
7.	3 Patent rights	28	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 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.	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.	Please adhere to the terms of RFP
8.	4 Performance Security	29	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,	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.	Please adhere to the terms of RFP



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**

**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

			equivalent to 3% of the Contract amount valid for complete 7 years plus sixty (60) days with additional 1 year claim period (or) for 5 years plus sixty (60) days 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 plus sixty (60) with additional claim period of 1 year shall be submitted by the service provider for extending the validity of the performance bank guarantee.	Most of the public and private banks have stopped issuing long term BGs owing to guidelines by their risk departments.	
9.	4.2 Performance Security	30	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
10.	8 Insurance	32	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. Any damage happened to the goods due to non-availability of storage cum erection policy, the vendor has to bear the losses.	For insurance companies once the good is delivered this good below to Bank. How the insurance can be cover by the Tender if the CD/ATM doesn't below more for the Bidder?  Please consider .  -..... till 30 days from the date of delivery....	Please adhere to the terms of RFP



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**

**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

11.	9.d Integration	32	EJ pulling from the Cash Dispensers and transmission of EJ data to Bank's servers for a period of 7 years.	1. Bank is requested to clarify whether the DC of EJ servers remain at bank's servers at bank's cost and vendor is not supposed to procure servers. 2. Also clarify whether EJ application needs to be set up at DR location also or not	Successful bidder to host the EJ server in their network and connect to cash dispensers through the network provided by them for EJ pulling. However, successful bidder may also use TSS server for pulling & keeping EJ files.
12.	9.e Integration	32	The scope of the assignment is furnished below: ..... e. 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).	Please confirm our understood:..  As the Bank has informed, the Bank will provide the necessary Hardware with Windows Serve and Oracle in Linux. We understand that if the Server is in Windows platform, and Database will be Microsoft SQL 2012 Enterprises or higher.	In reference to this clause, Bank will provide (Windows 2016 server or higher) and Oracle database (on Linux environment) Only. If bidder need to use other database then they will have to bear the cost for the same.



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**

**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

13.	9.f Integration	32	<p>The scope of the assignment is furnished below:</p> <p>.....</p> <p>F) It is the bidder's responsibility to provide full support for integration of the CDs 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.</p>	<p>Please confirm our understood:..</p> <p>the bidder's responsibility to provide full support for integration of the CDs with the ATM Switch with many third part company free of cost for the bank and Indian Bank will do the necessary arrangement with these third part companies like RBI, NPCI, and others. Please confirm our understand.</p>	<p>In reference to this clause, Bank will do the necessary arrangement with these third party companies like RBI, NPCI, and others however It is the bidder's responsibility to provide full support for testing &amp; integration at no extra cost to the Bank.</p>
14.	10.d Incidental Services	33	<p>Training of the BANK personnel, at the vendor's plant and / or on-site, in start-up, operation, first level maintenance of the supplied Goods.</p>	<p>Bidder has assumed that this is one time training during installation of machine and limited to FLM. Bank is requested to confirm</p>	<p>This will be one time training for most of the cases but if training is required again by the branch, bidder has to give training as and when required by the branch.</p>
15.	10.f Incidental Services	33	<p>Prices charged by the vendor for the incidental services, should form part of the price quoted during online reverse auction</p>	<p>Bank is requested to describe incidental services, Bidder assumes it is ATM/UPS down incidents for which bank's designated MSP or bank will inform to bidder.</p>	<p>please refer clause 10 page no. 33</p>
16.	11.2 warranty	33	<p>This warranty shall remain valid for 1 (one) Year for CD and for 3 (three) years for UPS &amp; Batteries after the Goods have</p>	<p>We request Bank that warranty period should commence from the date of actual installation or deemed installation in cases where</p>	<p>Please adhere to the terms of RFP</p>



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

			been installed at the final destinations as per delivery instructions.	installation may be stalled due to reasons not attributable to Bidder.	
17.	11.3 warranty	33	This warranty shall remain valid for 1 (one) Year for CD and for 3 (three) years for UPS & Batteries after the Goods have been installed at the final destinations as per delivery instructions.	Bank is requested to reconsider the UPS warranty & AMC period from 3+4 to mutually agreed term.	Please adhere to the terms of RFP. UPS Battery is to be provided with 3 year warranty only.
18.	11.6 warranty	33	During the warranty period vendor is required to maintain, repair and replace any defective or failed components of the Cash Dispenser and UPS excluding consumables like currency cassette (warranty of currency cassette to be provided as per clause 11.8 & 11.9), ribbons and paper roll stationery, at no additional cost to the Bank. No other components of the Cash Dispenser and UPS are excluded for this purpose.	Please consider as consumables list as:.  -excluding consumables like currency cassette (warranty of currency cassette to be provided as per clause 11.8 & 11.9), ribbons and paper roll stationery and Batteries at no additional cost to the Bank.  Bank is requested to approve cost for any parts getting faulty due to Damage & Vandalism.	Please adhere to the terms of RFP  damage due to vandalism will be considered as force majeure
19.	11.8 warranty	34	All currency cassettes including reject bin (Divert Cassettes) shall be covered under replacement warranty for a period of 2 years against manufacturing defects and early failure of internal mechanisms. However, this warranty will not be applicable if the currency cassettes are faulted due to wear & tear or due to physical damages caused while handling the cassettes by cash loading officials	Bank is requested to inform manufacturing defects within 3 months of installation, else it will be considered deemed fit	Please adhere to the terms of RFP
20.	11.9 warranty	34	All the components except consumables as mentioned in 11.6 are covered under	We request Bank to add a provision that - ",provided the component has manufacturing	Please adhere to the terms of RFP



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

			onsite comprehensive warranty without any exclusion for replacement due to defect or malfunction at no cost to the Bank.	defect and malfunction is directly attributable to the Bidder.	
21.	11.10 warranty	34	Non-submission of the PM reports shall attract a penalty of one engineer visit charges per quarter per Cash Dispenser / UPS	We request Bank to reduce the penalty to a reasonable Rs. 250/- per Cash Dispenser / UPS per quarter.	Please adhere to the terms of RFP
22.	11.10 warranty	34	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 one engineer visit charges per quarter per Cash Dispenser / UPS.	Bank is requested to exclude the PM not done reasons not attributable to Bidder.	Please adhere to the terms of RFP
				Please delete this clause because the bank has penalized the bidder on previous clauses.	Please adhere to the terms of RFP
				Please consider: 11.10 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 one engineer visit charges per quarter per Cash Dispenser / UPS after the grace period is expired,	Please adhere to the Amended clause.
23.	11.11 warranty	34	If the Preventive Maintenance is not undertaken during each quarter a grace period of two weeks would be given to the	Bank is requested to exclude the PM not done reasons not attributable to Bidder.	Please adhere to the terms of RFP





**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**

**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

			vendor for completion of the same for the quarter and if not completed within the grace period, the total warranty/AMC period would be extended by three months for the quarter for that particular Cash Dispenser/UPS.		
24.	11.12 warranty	34	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 after tested by the vendor. However, the warranty will not apply to such third-party hardware/ software items installed by the Bank	Bank is requested unless this is not mutually agreed at central level, No local representative presence will be accepted for this arrangement.	Please adhere to the terms of RFP
25.	12 Payment Terms	35	12 PAYMENT TERMS 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.  Further, in case of any errors/disputes in payment claims submitted by the Bidder, the Bank shall not withhold undisputed amount of such invoices.	Please adhere to the terms of RFP



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

26.	12 Payment Terms	35	11 Payment Terms.  -General question	On item 12 - Payment, the Bank informed the payment process but didn't inform how many days after documentation submission the payment will be realise.  -Please clarify what will the payment period after documentation is summited?	Payment will be released within 30 days after submission of invoices along with all necessary supporting documents.
27.	12.3 Payment Terms	35	12 Payment Terms.  12.3 The remaining Ten (10)% of the basic cost of Cash Dispensers & 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.	Please delete this clause because:  The clause is in contravention of Office Memorandum dt 12.11.2020 issued by Department of Expenditure, Ministry of Finance. The Bank has already made provision of 3% performance security. Here the retention money is just another form of performance security which is against spirit of the OM dt 12.11.2020.	kindly adhere to the RFP clause. The clause is not related to performance guarantee and is kept for deduction of any penalty for downtime during warranty period.
28.	12.4 Payment Terms	35	First payment will be made after successful installation of minimum 50 Cash Dispenser terminals.	We would request Bank to modify the clause as: 12.4 - First payment will be made after successful installation of minimum 50 Cash Dispenser terminals. However, if the bank issues first Delivery Order for less than 50 cash dispenser terminals, then the first payment will be made after successful installation of those many cash dispenser terminals.  Justification:	Please adhere to the terms of RFP.



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R/2022-23 DATED 18.04.2022

				As the issue of delivery orders is decided by the bank, we request that this amendment be allowed	
29.	12.a Payment Terms	35	Payment Terms - a. For Cash Dispensers and UPS:	Request to release 20%+10% remaining payment immediately after installation	Please adhere to the terms of RFP
30.	12.b Payment Terms	35	Payment Terms - b. For AMC payment	Bank is requested to release payment monthly in arrears	Please adhere to the terms of RFP
31.	12.c Payment Terms	35	Payment Terms - c. For EJ Pulling	Bank is requested to release monthly in arrears and do not exclude the ATMs from payment calculation where the ATM is down due to reasons other than bidder's reason	Please adhere to the terms of RFP
32.	12.1 to 12.4 Payment Terms	35	First payment will be made after successful installation of minimum 50 Cash Dispenser terminals.	<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.</p> <p>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. 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</p>	Please adhere to the terms of RFP



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**  
**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

				mandate that the Bidder undertakes the installation of such cases within 7 days from the Bank confirming site readiness.  We also request Bank not to hold first payment till successful installation of minimum 50 Cash Dispenser. We suggest Bank to consider releasing payments in lots of a minimum 10 units each.	
33.	12.5 Payment Terms	35	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	We request the bank to make this as 6 monthly advance as in your previous RFPs.	Please adhere to the terms of RFP
34.	12.d Payment Terms	36	Facility Management	Bank is requested to release monthly in arrears	Please adhere to the terms of RFP
35.	13 Change Order	36	The Bank may at any time, by a written order given to the vendor make changes within the general scope of the Contract in any one or more of the following	Bank is requested to go with mutual consent of Bidder for any change terms including but not limited to type of change & execution time	Please adhere to the terms of RFP
36.	14.c	36	After the successful pre-dispatch inspection, if the inspection is carried out,	Bank is requested to keep the time line for UPS installation for 90 days from PO date	Please adhere to the Amended clause.



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

			<p>the vendor has to deliver and install the Cash Dispensers along with the UPS at identified sites. The delivery and installation has to be completed as follows:</p> <p>Cash Dispenser delivery, grouting and installation along with the UPS delivery and installation has to be completed within 6 weeks for north east states and 4 weeks for remaining parts of the country from the date of issue of delivery instruction by the Bank.</p> <p>If the vendor fails to deliver and install the Cash Dispenser within the specified limit, the Vendor shall be liable for the penalty as per the LD clause.</p>	<p>We request that Delivery &amp;/or Installation timelines be subject to Force Majeure situations and the delay should be directly attributable to the Bidder.</p> <p>Definitely north east states have delivery issues and also, for some same Bidder the North region is far from their factory as well as for others the South region is far away which demands extra transportation time.</p> <p>We therefore ask the Bank to consider:</p> <p>Cash Dispenser delivery, grouting and installation along with the UPS delivery and installation has to be completed within 6 weeks from the date of issue of delivery instruction by the Bank.</p>	
37.	15 Liquidated Damage	37	<p>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 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's 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</p>	<p>We are requesting the Bank to consider:</p> <p>- ..... sum equivalent to 0.15% of the price of the delayed Goods.....</p>	Please adhere to the terms of RFP



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

			of delayed goods. If the equipment's are not delivered or installed in time, the Bank may consider termination of the contract.		
38.	15	37	LIQUIDATED DAMAGES	<p>Bank is requested to consider the maximum cap as 5%</p> <p>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.</p>	Please adhere to the terms of RFP
39.	16	37	TERMINATION FOR DEFAULT	<p>We feel that notice of 15 days may be too short for curing a major breach triggering need for Bank to terminate the contract. We suggest that Bidder should be provided a minimum 30 days period to cure/remedy/repair the breach.</p> <p>Further, we request that the Bidder should also reserve a right to terminate the contract with a 30 days notice, if Bank defaults in making payment beyond reasonable grace period.</p> <p>Further, if Bank cancels / terminates the contract at its convenience or wherein it's cancelled due to acts or omission by Bank, the Bank shall be liable to pay unrecovered costs to the Bidder and within specified time as will be mentioned in the notice by Bidder.</p>	Please adhere to the terms of RFP
40.	17	38	If a Force Majeure situation arises, the vendor shall promptly notify the BANK in	Please corrigendum this item because, the clause does not mean anything if Bank has	Please adhere to the terms of RFP



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**

**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

	Force Majeure		writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Unless otherwise directed by the Bank, the vendor shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure. Notwithstanding above, the decision of the Bank shall be final and binding on the vendor.	discretionary powers to determine vendor's performance in Force Majeure situation. Please consider: If a Force Majeure situation arises, the vendor shall promptly notify the BANK in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Unless otherwise directed by the Bank, the vendor shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.	
41.	19 Limitation Of Liability	39	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 consequential damages, or for loss of profit, business, revenue, goodwill, anticipated savings or data, or third party	Please corrigendum this item.:  Vendor's aggregate liability for actual direct damages shall be limited to a maximum 10% 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 consequential damages, or for loss of profit, business,	Please adhere to the terms of RFP



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

			claims except with respect to bodily injury (including death)	revenue, goodwill, anticipated savings or data, or third party claims except with respect to bodily injury (including death)	
42.	19 Limitation Of Liability	39	<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 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.</p> <p>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</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 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>	Please adhere to the terms of RFP





# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

			reimburse the actual loss incurred by the Bank		
43.	20	39	LIABILITY OF VENDOR	We request that the Bidder be responsible only till the period the actual cause of action arose and not otherwise.	Please adhere to the terms of RFP
44.	21	40	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
45.	23.1 Scope of Work	42	The successful bidder will have to provide the Cash Dispensers as per the Technical specification (Section X) and should have total responsibility for supplying, integrating, testing, installing Cash Dispensers and making them operational. The Cash Dispensers 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 Dispensers with new switching interface.	Bank is requested to agree that any such change will be at implemented at mutually agreed cost	Please adhere to the terms of RFP
46.	23.3 Scope of Work	42	It is the responsibility of the successful bidder to deploy the existing and new (if any) display screens in Cash Dispensers as and when released by the Bank. As per	Bank is requested to agree that that if Screens couldn't be loaded due to bank reason, CE visit charges to be paid to bidder	Please adhere to the terms of RFP



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

			clause 8.1 of Section X of technical specifications, Content Management Client Software should be available in the Cash Dispenser 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.		
47.	23.9 Scope of Work	43	23.9 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 software's), Bank will supply required software	To avoid miscommunication and the Bank understood the RBI implication, and the Bank had agreed to contribute to the costs of new software, as already mentioned in this clause, we ask the bank to consider:  23.9 The selected bidder should update / install necessary changes .....	Please adhere to the terms of RFP
48.	23.11 Scope of Work	43	Under Facility Management services, selected bidder has to provide following services from 10:00 AM to 6:00 PM on all Bank's working days:	Bank is requested to exclude the reasons, not attributable to Bidder, from performance measurement	Please adhere to the terms of RFP



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

			a. Monitoring of CDs for maintaining minimum 98.5% uptime. c. Ensuring 100% EJ pulling for all CDs and pushing the same to Bank's server.		
49.	23.11 Scope of Work	44	Initially, the 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.
50.	25 Disposal of Old CDs/ ATMs/ BNA/ SNAs	44	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.	Please clarify, as the bank is asking for 850 CD/ATM, the bank will discard more 18% units as the number of replacement?  1. Bank is requested to share the list of all such buyback machine's complete addresses with make 2. Bank is requested to keep the buyback machines in Degrouting and default safe lock password condition to avoided the abortive visit charges	the quantity of 1000 terminals is approximate figure.  requested detail will be shared with successful bidder with delivery instruction. Safe lock password will be provided during removal of terminal, however degrouting will be responsibility of the successful bidder



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**  
**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

				<p>We request Bank to share list of all such locations.</p>	Requested detail will be shared with successful bidder.
				<p>The coordination with transporter, CRA, Branch Time and engineer is not possible put everyone in the same time to install the CD/ATM. Because this, we are asking to Bank consider:</p> <p>.....installation of new CDs period of 3 (Three) days to minimize the downtime.....</p>	Please adhere to the Amended clause.
51.	26 Maintenanc e Of Cash Dispenser/ Ups Uptime	45	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>Bank is requested to remove this clause</p> <p>We request Bank to appreciate that 98.5% uptime at level of individual Cash Dispenser/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 Dispensers 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> <p>- Any service resulting from theft attempt, negligence, misuse, or abuse, including the failure to operate and care for machine in</p>	<p>Please adhere to the terms of RFP</p> <p>Please adhere to the terms of RFP</p>



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**  
**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

				<p>accordance with the manufacturer's power, environmental, and other specifications.</p> <ul style="list-style-type: none"> <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 such as water, fire, rodents, riots, accidents or environmental conditions including but not limited to improper power supply</li> <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>	
--	--	--	--	--	--



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

				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.	Please adhere to the terms of RFP
52.	27 Delays in Repair	45	Any Cash Dispenser/UPS including the software components / hardware equipments that are reported to be down on a given date should be repaired immediately. The downtime should not exceed as per the below mentioned time clause (i.e., Resolution time).	We believe that the Bank means '... .. the vendor shall immediately replace the defective critical component' and not the whole machine. Please confirm.	Defective components should be repaired immediately and if the bidder is unable to rectify, the bidder is liable for replacement of entire unit at its own cost.
53.	27	45	DELAYS IN REPAIR	Bank is requested to exclude the reasons, not attributable to Bidder, from response & Resolution TAT calculation. Also request to keep the TAT with Actual travel time over & above the TAT calculation from CE base location  We request Bank that the stated response & resolution timelines shall not apply to Force Majeure situations, as also causes that are not directly attributable to the Vendor/Bidder.	Please adhere to the terms of RFP
54.	27	46	In case the Service Provider (successful bidder) fails to meet any one of the above standard of maintenance, there will be a	We would request Bank to modify the clause as: In case the Service Provider (successful	Please adhere to the terms of RFP



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**  
**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

			penalty of Rs. 2,000/- (Rupees Two Thousand only) per day or part thereof per Cash Dispenser/UPS subject to a maximum of Rs.20,000/- (Rupees Twenty thousand only) per Cash Dispenser/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.	bidder) fails to meet any one of the above standard of maintenance, there will be a penalty of Rs. 1,000/- (Rupees One Thousand only) per day or part thereof per Cash Dispenser/UPS subject to a maximum of 10% of AMC/-per Cash Dispenser/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.	
				We are requestion the Bank to consider:  - ..... standard of maintenance, there will be a penalty of Rs. 500/- (Rupees Five hundred only) per day.....subject to a maximum of AMC value for the particular Cash Dispenser/UPS, calculated on quarterly	Please adhere to the terms of RFP
				Bank is requested to cap the maximum penalty up to 2% of AMC payable	Please adhere to the terms of RFP
				Bank is requested to recover the penalty from the payment, which is due under this scope & contract only and not any other payment payable to bidder	Please adhere to the terms of RFP
				We request Bank to consider reasonable penalty of Rs. 200/- per day for Cash Dispenser/s failing to meet the desired uptime, and subject to a maximum of Rs. 2000/- per impacted Cash Dispenser/s per quarter.	Please adhere to the terms of RFP



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

55.	27 Delay in Repair	47	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 Dispenser system supplied by the successful bidder (Cash Dispenser, 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.	Electricity & Earthing is not under the scope of Bidder, bank is requested to reconsider the clause by removing earthing.  Please corrigendum this item.: 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 Dispenser system supplied by the successful bidder (Cash Dispenser, 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, earthing issue if the Bidder has informed the Bank and Bank didn't rectified, are exempted.	UPS is to be supplied with isolation transformer & voltage stabilizer. Thus if any parts goes faulty then it will be bidder's responsibility to replace the part.
56.	28 Facility Managem nt Availability	47	The resource for facility management should be available for 8 hrs on all Bank's working days. If for some reason the deputed resource is absent, then alternate resource should be allocated for continuation of the service. In case of no service, for the days of absence, applicable penalty derived by below formula will be deducted:  <u>("Monthly charge" x "No of days of</u>	Please rectify the formula to:  <u>(Monthly charge x ((No of working days in that month) - (No of days of absence))</u>  (No of working days in that month)	Kindly adhere to the RFP clause, the formula given is to calculate penalty for absence





# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

			<u>absence")</u> (No of working days in that month)		
57.	29 Annual Maintenance	48	During the AMC period the vendor is required to perform Preventive Maintenance (PM) on quarterly basis and submit call reports without fail. Bank reserves the rights to withhold the payment of AMC for the quarter for Non-performance or non-submission of PM reports.	Please confirm our understood:.  The Bank will release the AMC payment deducting the penalties, if applicable, after the PM report is summited. Please confirm our understand.	Please adhere to the Amended clause.
58.	29 Annual Maintenance	48	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.	Bank is requested to share the detailed process with bidder of handing over such data to bank on quarterly basis. Also assumed that media will be provided by bank ta its own cost	Detailed process will be shared with the successful bidder. Media will be provided by the Bank Branch.
59.	2. Delivery Schedule	49	The complete system has to be delivered with all accessories and software and installation should to be completed within	We would request Bank to modify the clause as: The complete system has to be delivered with	Please adhere to the Amended clause.



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**

**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

			6 weeks for north east states and 4 weeks for remaining parts of the country from the date of issue of individual sitewise delivery instruction by the Bank.	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.	
60.	Section VII Point no. b	50	Vendor shall have the facility to extract the EJs of all the transactions in each of the Cash Dispensers, to a centralized location /Server. This solution should also be able to pull the other logs (such as currency validation logs, impound activity log, serial number tagging logs etc.) stored in the cash Dispenser.	Please corrigendum this item because this information are available only in CRM:.  b) Vendor shall have the facility to extract the EJs of all the transactions in each of the Cash Dispensers, to a centralized location /Server. This solution should also be able to pull the other logs.	Please adhere to the Amended clause.
61.	Section VII Point no. d	50	SECTION – VI SCHEDULE OF REQUIREMENTS 3. Cash Dispenser-wise EJs shall be stored in the EJ server/ or at TSS server of the Vendor at a centralized location for minimum period of 1 (one) year. Cash Dispenser-Wise EJs pulled are to be spooled separately and pushed to the designated server at Bank end on daily basis. The EJ data may be purged by the vendor after seeking confirmation from the Bank.	Bidder request bank to clarify this clause. If bank is expecting bidder to push the data from EJ server (located at bank's premise) to some other server (located at Bank's Premise)	EJ server will pull the EJ from the terminals and store it for minimum period of 1 year. Vendor will push the EJs to bank central server on daily basis.
62.	Section VII Point no. f	50	Vendor shall also provide EJ viewer facility to the Bank.	Bank is requested to describe the detailed requirement of EJ viewer portal such as input	Web solution on Bank's intranet is



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

				fields and output fields. Any web solution is needed or just an encoder is needed	needed for easy access by bank official. Details of Input fields and output fields will be shared with the selected bidder.
63.	Section VII Point no. h	50	The process of extracting and sending EJ to Bank's DC:	Bidder request to clarify that no set is needed at DR, EJ application to be set up at Bank's DC only	DC & DR setup is required if EJ server is set up with TSS server.
64.	Section VII Point no. h.vi	51	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.	Bank is requested to keep the software patches out of scope as this is subject to the kind of software needs to be pushed and its size.	Please adhere to the terms of RFP
65.	Section VII Point no. h. vii	51	All EJs pulled must be stamped with the 'Event time'. All EJs must contain information regarding Counterfeit notes detected and impounded.	<p>Please delete this item because this information is available only in CRM:.</p> <p>This is not feasible option, bank is requested to keep this out of scope. May be applicable for cash recyclers</p>	Please adhere to the Amended clause.
66.	Section VIII – Point no. 2	52	The average turnover of the bidder should be at least Rs.30 Crores or above from ATM/CD/Cash Recycler/ Bunch Note Acceptor business in India for the last 3 consecutive financial years. Document / proof to be submitted: Audited balance sheets of the bidder for last three	<p>We would request Bank to modify the clause as:</p> <p>The average turnover of the bidder should be at least Rs.30 Crores or above from ATM/CD/Cash Recycler/ Bunch Note Acceptor business in India for the last 3 consecutive financial years.</p>	Please adhere to the terms of RFP.



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**  
**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

			consecutive audited financial years of the bidder. (2019-20, 2020-21 & 2021-22). Certificate from a Chartered Accountant to confirm that the profit shown in the audited balance sheets is solely from the ATM/CD/Cash Recycler/ Bunch Note Acceptor business in India.	Document / proof to be submitted: Audited balance sheets of the bidder for last three consecutive audited financial years of the bidder. (2018-19, 2019-20 & 2020-21). Certificate from a Chartered Accountant or from the CFO of the company to confirm that the profit shown in the audited balance sheets is solely from the ATM/CD/Cash Recycler/ Bunch Note Acceptor business in India. <u>Justification:</u> (1) Since profitability is not an eligibility criteria, we request that this clause be amended to include self-declaration. (2) Since Books of accounts not closed for 2021-22, we request that the audited accounts for these 3 years be allowed to be submitted	
67.	Section VIII – Point no. 4	52	The bidder should have “supplied & installed” at least 3000 Cash Dispenser / 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 200 Cash Dispensers for any Public/ Private sector bank during last 3 financial years and functioning satisfactorily as on date of the bid submission.	We like to keep bank informed, during last 3 year (2019-20, 2020-21 & 2021-22) there was no major RFP and we have not supplied any terminal, we being an one of the prominent OEM in India since 30 years, having the install base of 30000 plus terminal, we request bank to consider the install base since last 5 financial years.	Please adhere to the terms of RFP
68.	9	55	Vendor shall indemnify, protect the Bank against all claims, losses, costs,	The Bidder should only be liable for proven damages or losses which are suffered by the	Please adhere to the terms of RFP



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

			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	Bank (including any customer claims) by the adjudicating authority and only those which are solely attributable to the Bidder.	
69.	5. Manufacturers' Authorization Form	65	5. MANUFACTURERS' AUTHORIZATION FORM (TO BE SUBMITTED SEPARATELY FOR CASH DISPENSER & 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.	supply of UPS from 2 OEM is already allowed in the RFP
70.	Installation Certificate	67	Eight (08) Lockable currency cassettes	Please change the description to:  - Eight (4 in the CDM + 4 Extra) Lockable currency cassettes	Please adhere to the Amended clause.
71.	Installation Certificate	68	9 1 KVA UPS 10 Batteries 11 Isolation Transformer 12 1 KVA Stabilizer	Please clarify, there are some solution where the Isolation Transformer and the Stabilizer are integrated with the UPS and there are also others combination.  - Our query is: The Bank like these three units separated or the Bidder can offer integrated solution so save space?	These three can be separate solution or integrated solution.
72.	12	82	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	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



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

			confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.”		
73.	1.1  Technical Specification	91	Embedded processor Intel® i5 6th Generation or higher with following configuration: Processor base frequency of 2.3 GHz or above and Maximum Turbo frequency of 3.0 or above With 6 MB Cache or higher	Additional information to Indian Bank, according Microsoft, Windows 11 will not run on this processors, so this processor maybe will not support new RBI implementation, so the bank shall replace full CD/ATM computer in the future. Also, this i5 6th Generation is discontinued and i5 6th with 6MB cache is declared obsoleted by Intel, So, we would like to request to Bank to consider as option : i3 8th Generation with 6MB Cache or higher: This processor has the same features and performance of i5 6th Generation. (i5-6th = i3 8th) and will support windows 11.	Please adhere to the Amended clause.
74.	1.5  Technical Specification	91	Linux or Microsoft Windows 10 with latest Service Pack and Patches capable of multitasking real time operations and software to control all activities of the ATM. Operating system should be upgraded to latest version before end of support from the OS OEM at no extra cost to Bank except OS licence upgradation cost on actual basis on submission of proof. ATM operating system should be upgraded with latest service pack and patches at no extra cost to the Bank on a	Requesting bank to consider hardware upgradation cost ( If necessary) also along with the OS license cost and amend the clause accordingly.	Please adhere to the terms of RFP



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

			timely manner. In case Bidder uses any open source software, end to end technical support by OEM/Technical Solution provider should be available during the contract period. The documents of OEM/Technical Solution provider regarding back-to-back support should be provided by the Bidder. All IS security/ Patches related advisories issued Statutory/Regulatory bodies should be implemented within the stipulated timelines at no additional cost to the Bank.		
75.	1.6  Technical Specification	91	Minimum 4 free USB ports in the front side should be available after connecting all the ATM hardware / peripheral devices. USB ports should not be enabled for connecting storage devices. It should be enabled only through the Terminal Security Solution (TSS).	Please consider:  1.6 - Minimum 2 free USB ports in the front side should b  We request Bank to make this as minimum 2 USB port and more USB ports available to connect additional device without any cost to Bank	Please adhere to the terms of RFP  Please adhere to the terms of RFP
76.	1.9  Technical Specification	92	Cash Dispenser should be preloaded with CEN 3.0 or higher compliant XFS/equivalent software and should be capable of running multi-vendor software without hardware & OS changes. CEN certificate to be Submitted	We would request Bank to modify the clause as: Cash Dispenser should be preloaded with CEN 3.0 or higher compliant XFS/equivalent software and should be capable of running multi-vendor software without hardware & OS changes. CEN certificate to be	Please adhere to the Amended clause.



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**  
**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

				Submitted  Justification: CEN doesn't issue certificate for XFS compliance and there is no authorised body to provide CEN certificate. CEN XFS compliance will be evident during integration testing with Bank's MVS application.	
77.	1.11  Technical Specification	93	Cash Dispenser must also have biometric authentication capability with finger-print reader as per Aadhar specification and same is required from the initial stage. The Cash Dispenser should support Bio-metric functions and integrated with the Bank's Biometric solution and UIDAI certified solution (Aadhaar) without any additional cost to the Bank. UIDAI certificate to be submitted. The Supplied Bio-metric Reader in Cash Dispenser machine should confirm to the bio-metric device specification of L0 /L1 as stipulated by UIDAI, and should be Registered Device (RD).	Requesting bank to clarify on the RD services setup and management cost. Whether the same will be managed by bank?	Bank will arrange RD services.
78.	1.13  Technical Specification	93	CD should work using any Bank's Debit / Credit cards, using Aadhaar based authentications with biometric. CD should support Bar code reading and QR code reading if required by the Bank in future. Cash Dispensers should recognize the	Requesting bank to clarify whether the QR code reader and NFC to be present in the machine from day one or bank expects the upgradation capability only?	functionality required as per requirement of Bank





**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**

**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

			Chip cards which include EMV Cards and Biometric authentication and accordingly display the screen and voice prompts.		
79.	1.14  Technical Specification	93	Cash dispenser security should be set to physical authentication level to thwart any type of attacks. CD should have strong encryption between CD-PC core and cash dispenser so that the dispenser is not accessible without a proper authorization once the new CD PC core is being installed / set up or an existing CD PC core is re-installed due to any reasons.	We believe that the first sentence of this clause (highlighted to request attention) is specific to or proprietary to a particular vendor of Cash dispenser/s; while rest of the requirement is fine. We, therefore, request Bank to delete that part (first sentence) of this requirement as Bank's expectation is clearly stated in rest of the clause.	Please adhere to the terms of RFP
80.	3.6  Technical Specification	95	Cassettes should be able to sense cash low conditions and send message to the EFT switch. Cash low status and message shall be based on the physical cash availability in the Cash Dispensers, not based on the supply counter values stored in the software	<p>We would request Bank to modify the clause as:</p> <p>Cassettes should be able to sense cash low conditions and send message to the EFT switch. Cash low status and message shall be based on the physical cash availability in the Cash Dispensers, not based on the supply counter values stored in the software</p> <p>Justification:</p> <p>Notes dispensation and Cash tally can be done through supply counters/Admin menu counters and Cash low message to switch will be done based on Supply counters. Hence requesting bank to modify the clause as above or change Cash low sensor as optional.</p>	Please adhere to the terms of RFP.



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**  
**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

81.	3.19  Technical Specification	96	Successful bidder to host the EJ server in their network and connect to cash dispensers 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 is the responsibility of successful bidder.	Please clarify:  We understood that the Bank informed that the Bank will provide the server for TSS and it can be installed the EJ-Server at bank premises and this clause mentioned that the server shall be in Bidder network (Premises). Please clarify where these servers will be installed?	If EJ server is hosted in bidder's premises, then bidder has to provide network connectivity for EJ pulling. However if EJ server is hosted in Bank's premises with TSS server then Bank network will be used for EJ pulling.
82.	5.2  Technical Specification	97	Touch screen of Capacitive/SAW/Infrared type with or without 8 function keys (FDK). Cash Dispenser should provide alpha numeric key pad using touch screen. Cash Dispenser also should be capable of providing virtual key board for entering Aadhaar / IFSC /Debit card numbers etc. If function key available, 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	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



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**

**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

			<p>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>		
83.	5.14 Technical Specification	98	<p>EPP keypad should be in conformance to PCI version 5.x or above and ADA compliant with sealed metal keypad and should support advanced Encryption Standard in future without any additional hardware (PCI version 5.x or later, certificate to be submitted)</p>	<p>The current Servers in India doesn't support the features of EPP above 1.X, so we requesting to be considered:</p> <p>EPP keypad should be in conformance to PCI version 4.x or above and ADA compliant with sealed metal keypad and should support advanced Encryption Standard in future without any additional hardware (PCI version 5.x or later, certificate to be submitted).</p>	<p>Please adhere to the Amended clause.</p>
84.	8.2 Technical Specification	102	<p>Patch Management: Successful bidder shall be responsible for updating the software and OS patches in all the Cash Dispensers uniformly. Release of new patches, testing and Installation of patches (remotely or physically) shall be tracked centrally and communicated to the Bank.</p>	<p>Windows patches can be given to Bank however distribution requires good bandwidth and server which bank need to host. Request Bank to keep this outside the scope of this RFP</p>	<p>Please adhere to the amended clause.</p>
85.	10.6 Technical Specification	104	<p>Capacity to hold 400m roll for printing approximately 5000 Transactions</p>	<p>With increased focus on digital usage of physical receipts have come down. Request Bank to amend this clause as Receipt roll with minimum 1200 or more receipt</p>	<p>Please adhere to the terms of RFP</p>



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

86.	15.14 Technical Specification	108	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 references for Linux for Cash dispenser in the specifications	Please adhere to the terms of RFP
87.	21.1 Technical Specification	114	Cash Dispenser should be able to operate in a wide range of temperature (10 to 45 degree) and humidity conditions from 20 to 80 RH.	For a Lobby ATM recommended operating temperature is 10 to 40C. Request Bank to look into the same	Please adhere to the terms of RFP
88.	21.5 Technical Specification	115	The Cash Dispenser shall be properly grouted as defined below: Drilling 10"-12" holes (or up to the maximum depth of the floor) in the flooring and hammering metal sleeves in these holes. Putting in Anchor fasteners - min. 6" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding. Grouting should be done without causing any damage to floor and site. In case of any damage occurred during grouting, the same has to be completely rectified by the vendor at no extra cost to the Bank.	Please consider:  .....the of the floor) in the flooring and hammering metal sleeves in these holes or chemical grouting solution...	Please adhere to the terms of RFP.
89.	21.8	115	ATMs deployed shall comply with RBI, IBA or any regulatory guidelines as on the	As bank or the Bidder cannot forecast the future RBI,IBA etc.. Compliances, we request	Please adhere to the terms of RFP



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

	Technical Specification		Effective date of the agreement. If any new guidelines are issued by these organizations, the vendor shall arrange for its compliance/ upgradation without any extra cost to the Bank. Only if any additional new third party software is required (excluding upgrade/patches of existing software's), Bank may pay at mutually agreed rates.	please consider:  ATMs deployed shall comply with RBI, IBA or any regulatory guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, the vendor shall arrange for its compliance/ upgradation Bank may pay at mutually agreed rates.	
90.	11  Technical Specification	116	No. of hours of battery backup: 8 hours [Load of 1 KW @ unity power factor]. In addition to the Cash Dispenser, 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  It is difficult to provide 8 Hrs Backup for 1kW load @Unity PF, if we consider the specification S.No 13 in the RFP which states: "No. of batteries connected to UPS should not exceed 4".	Battery sizing should be calculated on 1 KW load.  Please adhere to the terms of RFP
91.	13  Technical Specification	116	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  As per the actual loads (combining of Cash Dispenser, network equipment & 1 CFL lighting) Battery backup for 8 Hrs can be provided within Less than or with 4 Batteries.	Please adhere to the terms of RFP  Please adhere to the terms of RFP
92.	31 Technical Specification	117	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



# RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS

RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022

93.	34 Technical Specification	117	Inverter Efficiency [DC to AC] at full load & nominal input voltage: > = 90 %	We request the bank to make this >=86%	Please adhere to the terms of RFP
94.	38 Technical Specification	118	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
95.	SECTION XI: COMMERC IAL BID	121	EJ PULLING CHARGES (P4) FACILITY MANAGEMENT (P5)	P4 is about EJ pulling charges (terminal based pricing) and P5 is about Facility Management Charges (Man resource based pricing). But, there is no separate section for TSS Software License Charges. 1. Request Bank to kindly include a separate section for TSS software license and AMC for the same. 2. Or atleast request bank to explicitly say that TSS software license and AMC cost is to be accommodated within P1 and P2.	TSS software is the part of terminals.
96.	7. Make in India	125	7. Make in India: This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P- 45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no DPIIT Order No. P-	1. Make in India Order provides that in procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is a sufficient local capacity and local competition, only 'Class – I supplier' shall be eligible to bid irrespective of purchase value. (see para 3 (a) of the Order); 2. Make in India Order also provides that in procurement of goods or 'works', which are divisible in nature, then 'Class – I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local	Please adhere to the terms of RFP



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**  
**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

			<p>45021/2/2017-PP (BE-II) dated June 04, 2020 and subsequent revision order no. . P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020, clarification dated 04.03.2021 and all other notices and clarification related to Make in India Guideline.</p>	<p>supplier' (see para 3A (b) of the Order). A detailed process of how bids will be awarded is provided in para 3A (b) (i) and (ii) is provided. In this process, it is important to note that the Order does not refer to Class-II local supplier getting any preference and is put at par with 'Non-local supplier'; Procurement Policy/O.M/DEPARTMENT OF Expenditure   Ministry of Finance  Government of India (doe.gov.in)- Refer 2 -Model Tender Document for Procurement of Goods-File Model Tender Document for Procurement of Goods (word document), PDF icon Model Tender Document for Procurement of Goods (pdf)-29/10/2021 refer page no 32 &amp; 33- Enclosed File for your reference</p> <p>3. Make in India Order further provides that in procurement of goods or works, which are not divisible in nature, then 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' (see para 3A (c) of the Order). A detailed process is provided in para 3A (c) (i) to (iii). In this process, again it is important to note that the Order does not refer to Class-II local supplier getting any preference and is put at par with 'Non-local supplier';</p> <p>4. Make in India Order under para 3A (d) explicitly state that 'Class-II local supplier' will</p>	
--	--	--	---	---	--



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**  
**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

				not get purchase preference in any procurement undertaken by procuring entities.	
97.	General	Commericals	Bank has requested the Bidders to quote for 850 CDs along with the relevant Software on perpetual model and the TCO considered will be 7years.	We would like to inform the Bank that we have globally moved to selling Software on Subscription. The Software Subscription Fees will be paid by the Bank year on year unlike the perpetual model where in the fees for the entire Software is paid upfront in Year 1 on installation. Also, the Subscription fees includes support for Bug fixing & maintenance. We request the Bank to give us time to present to your team the features of our Subscription pricing model for the Software and its advantages to the Bank.	Please adhere to the terms of RFP
98.	General	NA	Onsite Resource	Bank is requested to confirm if bank is going to provide the laptop & network for Onsite resource	1 PC and network connectivity will be provided to the onsite resource
99.	General Query		standard Indemnity	a) The Bidder ("Defending Party") will: (i) at its expense, defend the other against any Third Party Claim; and (ii) indemnify the Bank ("Claiming Party") by paying the damages, costs, and attorneys' fees with respect to the Third Party Claim that are either awarded against the Claiming Party in a final, non-appealable court judgment, or required to be paid by the Claiming Party in a settlement of the Third Party Claim that the Defending Party has agreed to in writing. As used in this Section, a "Third Party Claim" means a suit	Please adhere to the terms of RFP





**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**  
**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

				<p>brought against the Claiming Party by a third party to the extent the suit alleges Defending Party's Gross Negligence or Wilful Misconduct resulting into damages arising from (a) personal injury or death, or damage to tangible personal property; (b) the intentional and unauthorized use or disclosure of Confidential Information caused by the Defending Party; or (c) Infringement of Intellectual Property Rights of a third party; (d) violation of laws applicable to the Defending Party.</p> <p>b) The Defending Party's obligations set forth in Section b are subject to the Claiming Party (a) providing the Defending Party prompt written notice that the Third Party Claim has been threatened or brought, whichever is sooner (the "Claim Notice"); (b) providing the Defending Party sole control of the defense and any appeal or settlement (at the Defending Party's discretion) of the Third Party Claim (collectively, "Defense or Settlement"); (c) cooperating with the Defending Party (including providing relevant documentation and information) with respect to the Defense or Settlement; and (d) complying with all court orders. If the Claiming Party's delay in providing the Claim Notice causes detriment to the Defending Party with respect to the defense or resolution of the Third Party Claim, the obligations set forth in</p>	
--	--	--	--	---	--



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**  
**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

				<p>Section b will not apply to the Third Party Claim to the extent of such detriment. Notwithstanding any other provision of this Agreement, the Defending Party is not responsible for any fees (including attorneys' fees), expenses, costs, judgments, or awards that are incurred prior to the defending party's receipt of the Claim Notice from the Claiming Party. The Defending Party will have the sole right to select counsel. The Claiming Party may, at its sole expense, engage additional counsel of its choosing for purposes of conferring with the Defending Party's counsel.</p> <p>c) The obligations set forth in this Section will not apply to a Third Party Claim if it is based on, caused by, or results from: (a) the Defending Party's compliance with the Claiming Party's requirements or instructions; (b) the Claiming Party's failure to comply with its obligations under this Agreement; (c) acts or omissions of the Claiming Party or any third parties; or (d) any product or service not provided by Defending Party to you.</p> <p>d) THIS SECTION SETS FORTH THE DEFENDING PARTY'S ENTIRE OBLIGATIONS, AND THE CLAIMING PARTY'S EXCLUSIVE REMEDIES, WITH RESPECT TO THIRD PARTY CLAIMS.</p> <p>e) LIABILITY CAP. Save and except for (a) above, under no circumstances shall either</p>	
--	--	--	--	--	--



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**  
**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

				<p>party be cumulatively liable to the other during the entire term of the agreement for any amount greater than the total fees and charges charged by supplier during the preceding 12 months for the services giving rise to the liability.</p> <p>f) neither party will be liable to the other, whether in an action in contract, tort, product liability, strict liability, statute, law, equity, or otherwise, arising under or related to this agreement or any order, for: (a) indirect, incidental, consequential, special, or punitive damages; (b) loss of profits or revenue (other than in an action by vendor to recover amounts owed); or (c) loss of reputation, goodwill, time, opportunity, data, or access to data. Recovery of penalty or service credits will be bank's sole remedy and supplier's sole liability for service level failure.</p> <p>g) For damages arising out of breach of duty, Bidder's liability is unlimited for bodily injury including death, or damage to tangible property of the Bank to the extent caused by its gross negligence or willful misconduct. Except as mentioned in the previous sentence, under no circumstances shall Bidder be cumulatively liable to the Bank during the entire term of the agreement for any amount greater than the total fees and charges charged by supplier during the</p>	
--	--	--	--	--	--



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**  
**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

				<p>preceding 12 months for the services giving rise to the liability. Bank's claim for damages directly resulting from breach of duty by Bidder for which there is no specific remedy available in the Agreement and which the Bidder fails to remedy within a cure period of 30 days, will be made by notice to the Bidder. The Bank will provide necessary satisfactory particulars with necessary evidence, as requested by the Supplier to conclusively assess breach and the estimate of damages. Acceptance of information or evidence should not be an admission of liability on behalf of Bidder. Any dispute about claim or claimed damages by the Bank will be resolved by Dispute Resolution Procedure.</p> <p>h) If a Product/ Equipment supplied by Bidder does not materially conform to its warranty and the Bank gives the Bidder notice during the warranty period, the Bidder will at its discretion correct, repair, or replace the Product, or if applicable re-perform the Service, at no charge to the Bank. If the Bidder is unable to do so within a reasonable time, and the Bank requests a refund in writing within 30 days after Bank's initial notice, the Bidder will refund the purchase price. The Bidder may require return of nonconforming Products prior to issuing a refund. Refunds for nonconforming Annuity Services will not exceed the payment</p>	
--	--	--	--	--	--



**RFP FOR SUPPLY, INSTALLATION AND MAINTENANCE OF 850 CASH DISPENSER ALONG WITH 1 KVA UPS**  
**RFP REF: CO/DBD/ATM/137/R1/2022-23 DATED 18.04.2022**

				made to Bidder for the then-current billing period. Supplier's liability for warranty claims is conclusively regulated in by this Section.	
100.	General Query		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.
101.	General Query		Make in India	We request Bank to allow Non Local Suppliers are also get the better price	Please adhere to the terms of RFP

