



CANBANK COMPUTER SERVICES LIMITED
No. 218, J P ROYALE, 13th CROSS,
SAMPIGE ROAD, MALLESWARAM
BANGALORE – 560 003

Pre Bid Query Reply - Request for Proposal (RFP) for Cash Management and Allied Services for ATMs and Cash Recyclers.					
CCSL/RFP/03/2020 Dated 21st November 2020					
Sl.No	Pg. No. in RFP	Clause No.	RFP Clause	Bidders Query	CCSL Reply to Bidder's Pre Bid Query
1	7	12	Earnest Money Deposit(Refundable)	As per the Notification issued by the Department of Expenditure (DoE) under Ministry of Finance (MoF) of Govt. of India (GOI) Dated:12th Nov'20 , "MSEs and firms registered with concerned Ministries/ Departments are exempted from submission of Bid Security".In Lieu of EMD/Bid Security, Ministries/ Departments may ask bidders to sign "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. With reference to the above we request CCSL to remove the EMD clause. Notification is enclosed separately.	Refer Corrigendum
2	16	15	Perfomance Bank Gurantee:Successful Bidder /s will also have to furnish a Performance Bank Guarantee of 10% of the total contract value	As per the Notification issued by the Department of Expenditure (DoE) under Ministry of Finance (MoF) of Govt. of India (GOI) Dated:12th Nov'20 , Performance Bank Gurantees are reduced to 3% from 5%-10%. We reference to the above we request CCSL to amend the clause with PBG to 3%.Notification is enclosed separately.	Bidder to comply with RFP Terms

3	18	22	If the selected Bidder /s fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, CCSL reserves the right either to cancel the contract or to accept performance already made by the Bidder /s. CCSL reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non- performance.	Cure period of 30 days to be given to the Bidder by CCSL to cure the deficiency in services before recovering any liquidated damages.	Refer Corrigendum
4	18	23	Force Majeure	The definition of "Force Majeure" should also include lockdowns, quarantine restrictions, epidemic, pandemic, any act of State or Central Government	Bidder to comply with RFP Terms
5	19	24	Indemnity	Indemnity clause should be mutual. a)Further, CCSL shall indemnify Bidder incase of infringement by any third party arising out of Intellectual Property Rights. b)Further, the Liability of the Bidder shall not apply in case of negligence handling or any unauthorised usage by the CCSL or its employees. c) Bidder shall not indemnify CCSL in case of any injury or death caused to the employees/worker of the CCSL due to any act or omission done while in the premises of the CCSL d)Bidder will not indemnify to the CCSL for	Bidder to comply with RFP Terms
6	20	25	Applicable Laws and Jurisdiction of court	Requestng to Keep the jurisdiction Mumbai.	Bidder to comply with RFP Terms
7	20	26	Arbitration	The cost of the Arbitration shall be borne by both the Parties equally	Bidder to comply with RFP Terms
8	20	27	Cancellation of Contract & Compensation	Request for a cure period of 30 days to be given to the Bidder by the CCSL in case of the conditions mentioned in this clause under the RFP before cancelling the contract, or recovering compensation from the Bidder. Also, any compensation shall not be levied before mutual agreement/consent of the Bidder.	Refer Corrigendum

9	22	31	Set off	Request CCSL to remove this clause as we cannot accept on any set off or to adjust the amount due to CCSL against the payments due and payable to CCSL to bidder for the services rendered.	Bidder to comply with RFP Terms
10	24	33	Technical Evaluation Criteria	Request bank to confirm on the Benchmarking Criteria for the bidders while allotting the marks.	Refer Corrigendum
11	25	35	Payment Terms	Request bank to release the payments with 7-10 days from the date of submission of	Bidder to comply with RFP Terms
12	26	38	Penalty for Cash Out	Request to provide cure period of 30 days before levying penalties	Bidder to comply with RFP Terms
13	26	39	Penalty for Cash Efficiency Ratio	Request to provide cure period of 30 days before levying penalties	Bidder to comply with RFP Terms
14	26	39	Penalty for Cash Efficiency Ratio (CER)	There should be no penalty on CRM Machine as we don't have control over customer deposit in CRM	Bidder to comply with RFP Terms
15	27	40	Other Penalties	Penalties cannot be charged at flat rates .Request CCSL to consider penalties should not be beyond 10% of the total monthly billing. Penalties mentioned are too stringent and are not acceptable. Request bank to check & revise the Penalty changes	Bidder to comply with RFP Terms
16	27	40.3	Images	Penalty is high it should be only 100 Rs	Bidder to comply with RFP Terms
17	27	40.5	EJ / JP	Exclusion should be consider in case delay in providing the required EJ due to network or switch level issue in the ATM/CRM Penalty is high it should be only	Bidder to comply with RFP Terms
18	28	40.6	C3R	Penalty is high it should be only 100 Rs	Bidder to comply with RFP Terms
19	28	40.7	Non Performance of Admin activity	Exclusion should be given where due to genuine reason CRA couldn't update switch (i.e. link down , card reader / Admin card not working etc.) penalty is high should be only 100 Rs .	Bidder to comply with RFP Terms
20	28	40.8	Short Cash	Penalty is high it should be only 100 Rs	Bidder to comply with RFP Terms
21	28	40.9	Excess Cash	Penalty is high it should be only 100 Rs	Bidder to comply with RFP Terms
22	28	40.1	Vault Combination Lock failure	there can be technical issues with lock genuine reason should be excluded , dispatching key to remote location from centralize location may take time depending upon courier facility , Penalty is high it should be only 100 Rs	Bidder to comply with RFP Terms

23	28	40	Exclusions (To be added)	1. Time required for preventive maintenance of assets once a quarter 2. Network disconnection at Bank end and VSAT fluctuations due to weather conditions 3. Standard FLM and SLM TAT, Share in above mentioned point	Bidder to comply with RFP Terms
24	29	41	Takeover of identified sites	Timelines for take over of all sites within 4 Weeks is difficult, we request bank to give minimum 10-12 Weeks. Take over need to be planned in phased manner and to be mutually agreed. Bidder need time to make arrangement with Subcontractors based on the installation base and Lead time will be required in enabling installation of EJ Agent in all ATMs/CRs in coordination with the OEMs, which needs longer time. Request bank to minimum consider 10-12 weeks for the ATMs/CRs to be takeover.	Bidder to comply with RFP Terms
25	29	42	Limitation of Penalty-Overall penalty calculated above, shall be restricted to 20% amount of total monthly payment due to the Bidder under the umbrella of Managed Services	Overall penalty calculated above, shall be restricted to 10% amount of total monthly payment due to the Bidder under the umbrella of Managed Services.	Bidder to comply with RFP Terms
26	30	1	Loading and un-loading of cash in the ATMs / CRMs either by cassette swap method or add cash method, whichever CCSL/ Bank decides. Currently No Cassette swap method is in vogue. It is kept open only for possible regulatory guidelines in future, if any.	CCSL to provide additional cassettes whenever it decides on Cassette Swap method. There will be increase in the CRA cost for Cash Loading thru Cassette Swapping. CCSL to reimburse the additional amount for Cassette Swapping.	Present RFP floated based on Add Cash Method only, however the Cassette Swap method will be introduced as per Banks instructions and as per regulatory guidelines and the cost involved will be separately dealt with in concurrence with Bank.
27	30	1	Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	instead of 25 count it should be daily on working day, and emergency loading in vault locations /also few long distance remote locations loading will be done based on CRA feasibility	Cash loading, Unloading and EODs to be performed for 25 days in a calendar month. Other Terms as per RFP.
28	31	18	The Vendor /s have to submit soft copies of daily settlement file on T+1 basis.	Need clarity on this point, which report is needed	Daily settlement report – C3R (T+1 basis) to Nodal branch along with Machine and Switch counter slips and to be sent to Centralized RECON team in Bank / CCSL's approved format.
29	33	5	The vendor /s will unload currency from CR and count it physically through note counting machine at the site only	CRA don't have Counting machine to count at ATM site bank need to provide space and counting machine in non vault locations to CRA	In non vaulting locations MSP / CRA can unload the cash and count it in their Office in front of the camera.

30	33	17	Centralized Web Portal / Help Desk for generating One Time Password for the S&G Locks through dedicated Team on 24*7 Basis for the Cash loading Team / Authorized Custodians. These OTP Passwords to be generated for Cash loading, FLM, SLM and any such activity as per the Cash Indent, FLM / SLM Call logged in MSP portal. Also, in case of any kind of S&G Lock combination failure the Master Key/Red Key to be arranged for Resetting the Vault combination Lock / Passwords at MSPs own cost within 24 Hours. Failing which Penalty will be levied as RFP for Cash management and allied Services defined in the Penalty Clause.	ATMs/CRs to compatible for OTC Facility. CCSL to add separate line item in the commercial table for OTC Facility.	Bidder to comply with RFP Terms
31	34	20	The vaults should be equipped with cash sorting machines.	Bank Should ensure ATM fit currency is provided to CRA for loading	Bank will provide ATM Fit currency but it is the responsibility of the MSP / CRA to ensure the same.
32	37		PART A - ANNEXURE – 1 (6) (5) The successful bidder /s shall have Centralized content distribution to all Machines within - 24- Hours after CCSL provides creative, screens, posters, banners etc.	Content distributed to be limited to no more than twice a month . Size of such screens should not exceed 1 mb to avoid over utilisation/clogging of the bandwidth.	Bidder to comply with RFP Terms
33	38	7	PART A - ANNEXURE – 1: Point 7 Incident Management with Online/ Remote monitoring Management	Ensure end user Uptime of 98% can be maintained after considering agreed Exclusions.	Bidder to comply with RFP Terms
34	60	88	Annexure 15 and 16- Credential Letter from Banks	Due to current Situation it is difficult to collect the Credential Letters from all banks where the MS services are provided. Request bank consider Purchase Order Or Agreement Copy or Credential Letter.	Bidder to comply with RFP Terms
35	35	Payment Terms	45 Days from the date of Invoice.	We Request CCSL to bring down 45 days from 30 days from the date of invoice	Bidder to comply with RFP Terms
36	36	Machine Down Time Calculation	Machine Down Time Calculation	We Request CCSL to provide the exclusion on this clause	Bidder to comply with RFP Terms
37	39	Cash Efficiency Ratio	Cash Efficiency Ratio	We Request CCSL to calculate the Penalty should be on instances not on overall amount ratio	Bidder to comply with RFP Terms
38	40	Other Penalties	Other Penalties	We Request CCSL to be relooked as per Metro/Urban and semi urban depending on population not on the city as out skirt of Bengaluru cant be considered as Metro	Bidder to comply with RFP Terms

39	40	1.Consumables-Availability -100 %	Rs.1000 will be charged for each incident of consumable not available within 3 hours for a Metro / Urban site and within 6 hours for a Semi-urban / Rural site (If a complaint received from a customer or Bank / CCSL official	We Request CCSL to Reduce the penalty from Rs.1000 from Rs.300 for each incident also request to increase from 3 hours from 4 hours for a Metro/Urban site and 6 hours from 8 hours for a semi-urban/Rural site (If a complaint received from a customer or Bank/CCSL official.	Bidder to comply with RFP Terms
40		2.Delay in FLM Calls beyond TAT	<p>1. Metro and Urban – Beyond 2 Hours of delay in attending FLM Calls which included Dispenser Calls, Card Reader issue, Machine Resetting / Restarting, Cash Jam, Consumables replenishment, etc. Rs. 300/- per FLM per hour will be levied.</p> <p>2. Semi Urban & Rural - Beyond 4 Hours of delay in attending FLM Calls which included Dispenser Calls, Card Reader issue, Machine Resetting / Restarting, Cash Jam, Consumables replenishment, etc. Rs. 300/- per FLM per hour will be levied.</p>	<p>We Request CCSL to do the below mentioned modifications</p> <p>1. Metro and Urban – Beyond 4 Hours of delay in attending FLM Calls which included Dispenser Calls, Card Reader issue, Machine Resetting / Restarting, Cash Jam, Consumables replenishment, etc. Rs. 200/- per FLM per hour will be levied.</p> <p>2. Semi Urban & Rural - Beyond 8 Hours of delay in attending FLM Calls which included Dispenser Calls, Card Reader issue, Machine Resetting / Restarting, Cash Jam, Consumables replenishment, etc. Rs. 200/- per FLM per hour will be levied.</p>	Bidder to comply with RFP Terms
41		3.Images	Flat Rs.10,000/- shall be charged if the vendor fails to provide any DVR Video /Image asked for by CCSL within 6 months of the transaction / incident.	We Request CCSL to reduce the penalty from Rs.10000/- to Rs.1000/-	Refer Corrigendum
42		4.Cash Loading/EOD of ATMs / Cash vaulting without CCSL permission	Rs.1000 per day per ATM /CRM for the1st day (Cash loading / EOD day), after failing from 2nd day onwards, Rs.2,000/- per day per ATM / CRM.	We Request CCSL to reduce th Penalty from Rs.1000 to Rs.200 per day per ATM /CRM for the1st day (Cash loading / EOD day), after failing from 2nd day onwards, Rs. 2,000/from Rs.200 - per day per ATM / CRM.	Bidder to comply with RFP Terms
43		5.EJ / JP (ATM / CRM)	b) Flat Rs.10,000/- shall also be charged if the Vendor fails to provide EJ or JP of any ATM / CRM within 3 working days from the date of Transaction	Request CCSL to reduce the penalty from Rs.10000/- to Rs.1000/-	Bidder to comply with RFP Terms
44		6.C3R	<p>a) If vendor fails to provide C3R/CBR in T+1 day, per day penalty @ 0.01 % of un-reconciled amount will be imposed</p> <p>b) Vendor shall be charged flat Rs. 2,000/- per C3R/CBR per day over and above per day penalty @ 0.01 % of unreconciled amount for submission of incomplete/ in-correct C3R/CBR. Any C3R/CBR submitted without machine counters will also be treated as in-complete.</p>	We Request CCSL to Reduce the Flat Penalty from Rs.2000 to Rs.1000	Bidder to comply with RFP Terms

45		7 Non Performance of Admin Activity	If the MSP / CRA fails to perform admin activity or perform incorrect admin activity like incomplete admin activity/non-updation of Switch/Machine counters etc. at the time of offloading/loading the cash from/in ATMs / CRMs, penalty @ Rs. 5,000/- per incident will be imposed	Request CCSL to reduce the penalty fromRs.5000/- to Rs.1000/- If the ATM is down during the cash loading need to excluded from penalty	Bidder to comply with RFP Terms
46		8 Short Cash	Vendor shall be charged flat Rs. 5,000/- per incident per day per ATM / CRM, for not depositing of shortage of cash in addition to the amount of shortage and applicable interest.	Request CCSL to reduce the penalty fromRs.5000/- to Rs.1000/-	Bidder to comply with RFP Terms
47		9 Excess Cash	Vendor shall be charged flat Rs. 5,000/- per incident per day per day per ATM / CRM for not reporting, depositing of any excess cash found in the ATM / CRM.	Request CCSL to reduce the penalty fromRs.5000/- to Rs.1000/-	Bidder to comply with RFP Terms
48		10 Vault Combination Lock Failure	In case of Vault combination (S&G Lock password) is not available, Lock not opening, Dependency on Master Key, Red key beyond 24 hours from Bidders Head quarters, Rs. 5,000/- penalty per ATM/ CRM per day will be levied. (Except OEM / Hard ware issues)	Request CCSL to reduce the penalty fromRs.5000/- to Rs.1000/-	Bidder to comply with RFP Terms
49		11 Cash out in ATMs/CRMs	For each Cash Out Incidence for whatsoever reason, penalty at the rate of Rs.5,000 per Machine per incidence per day will be charged. CCSL has defined	Request CCSL to reduce the penalty fromRs.5000/- to Rs.1000/- This is not acceptable	Bidder to comply with RFP Terms
50	41	Takeover of identified sites	Selected bidder /s will have to commence takeover of the existing ATMs from existing MS vendor / CRA within TWO weeks of issuance of Purchase / Appointment Order and shall complete the take- over of the entire fleet of ordered New CRMs as desired by CCSL within a maximum period of 4 (Four) weeks from	This is acceptable provided the link to Switch and feed from switch is completed in 2 weeks Request CCSL to reduce the Penalty from Rs.1000 to Rs.500 and also request you to increase the maximum period of 6 Weeks	Bidder to comply with RFP Terms
51	12	Bid Copies	One set of bid documents	We request to only consider CDs with scanned pdf copies as Word files will not have any sign or signature.	Ok. CDs with Scanned PDF files can be submitted.
52	16	15. PBG	10% PBG	We request to consider 3% PBG in light of the attached circular from Ministry of Finance	Bidder to comply with RFP Terms
53			Substitution of Project Team members If CCSL is not satisfied with the substitution, CCSL reserves the right to terminate the contract and recover whatever payments made by CCSL to the Bidder /s during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, CCSL reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by CCSL) during the course of assignment.	We request CCSL to remove this clause as this is an outsourced service. LD equivalent to contract value is an unfair point for substitution. We request to remove this clause.	Bidder to comply with RFP Terms

54	28	40	Exclusions	We request the bank to exclude all machine downtime issues due to network and SLM of equipment from the penalties as these are not attributable to the bidder.	Bidder to comply with RFP Terms
55	29	41	41 . Takeover of identified sites	We request the bank to make the takeover period as 30 days from the date of instruction by the bank.	Bidder to comply with RFP Terms
56	30	1	The Cash Loading I EOD activity will be carried out on daily basis in all the ATMs outsourced to the Managed Service Provider I Bidder (25 Cash Loadings I EOD per month for all ATMs)	We request the bank to do EOD on cash loading/cash evacuation indent basis.	Bidder to comply with RFP Terms
57	30	1	<p>Loading and un-loading of cash in the ATMs I CRMs either by cassette swap method or add cash method, whichever CCSL/ Bank decides. The vendor /s shall put in place the mechanism to get the traps for Cash balance in the ATM/CRMs for timely Loading of cash. Proper Admin transaction (as per Banks guidelines) should be done at each site at the time of EOD activity. Currently No Cassette swap method is in vogue. It is kept open only for possible regulatory guidelines in future. if any.</p> <p>Transportation of cash from Nodal Offices I Branches of the Bank to ATM sites and CRM Sites</p>	We request CCSL to clarify that cassette swap is not required currently	Present RFP floated based on Add Cash Method only, however the Cassette Swap method will be introduced as per Banks instructions and as per regulatory guidelines and the cost involved will be seperately dealt with in concurrence with Bank.
58	30	1	<p>Loading and un-loading of cash in the ATMs I CRMs either by cassette swap method or add cash method, whichever CCSL/ Bank decides. The vendor /s shall put in place the mechanism to get the traps for Cash balance in the ATM/CRMs for timely Loading of cash. Proper Admin transaction (as per Banks guidelines) should be done at each site at the time of EOD activity. Currently No Cassette swap method is in vogue. It is kept open only for possible regulatory guidelines in future. if any.</p> <p>Transportation of cash from Nodal Offices I Branches of the Bank to ATM sites and CRM Sites</p>	We request CCSL to clarify that MHA/RBI rates cash are not to be quoted under this RFP	Present RFP floated based on Add Cash Method only, however the Cassette Swap method will be introduced as per Banks instructions and as per regulatory guidelines and the cost involved will be seperately dealt with in concurrence with Bank.

59	35	First Line Maintenance (FLM) of Machines 3.	The successful bidder /s have to undertake full responsibility of ATMs and CRMs. These machines are highly sophisticated; necessary training and handling of these activities have to be imparted to the persons performing these activities. The successful bidder/s shall make good all the damages and loss occurred due to improper handling of these machines.	We request CCSL to clarify that this loss will be only on improper handling of machines by bidder deployed personnel.	Bidder to comply with RFP Terms
60	37	Consumable Management & Content distribution. Replenishment & Maintenance of Banks's promotional literature/help guides etc.	Consumable Management & Content distribution. Replenishment & Maintenance of Banks's promotional literature/help guides etc.	We request the bank to clarify if there is JP in the machines and does it also needs to be replenished.	All required consumables to be procured and replenished by the MSP / Bidder.
61	38	7. Incident Management with Online Remote monitoring by CCSL	Ensure end user Uptime of 99.5% (except Planned Down time for Cash loading/offloading) of Machines during the month.	We request CCSL to consider 97% after considering all exclusions as this is standard industry practice.	Bidder to comply with RFP Terms
62	41	CUSTOMISATION	CUSTOMISATION	We request the bank to pay the bidder on mutually agreed rates as this cost cannot be assessed.	Refer Corrigendum
63	30	1. Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	The Cash Loading / EOD activity will be carried out on daily basis in all the ATMs outsourced to the Managed Service Provider / Bidder (25 Cash Loadings / EOD per month for all ATMs)	We Request CCSL to reduce the 25 Cash Loadings/EOD per month from 15 to 18 lodings/EOD per month for all ATMs)	Bidder to comply with RFP Terms

64	15	15. Performance Bank Guarantee (PBG)	Successful Bidder /s will also have to furnish a Performance Bank Guarantee of 10% of the total contract value issued by any reputed Scheduled Commercial Bank in India (other than Canara Bank) in favor of M/s Canbank Computer Services Limited, Bangalore.	We Request CCSL to revise the PBG amount as per the GOI the notification Ref No. F.9/4/2020-PPD from the Procurement Policy Division, Department of Expenditure, and Ministry of Finance Dated the 12th of November 2020. to reduce Performance Security from existing 5-10% to 3% of the value of the contract for all existing contracts. However, the benefit of the reduced Performance Security will not be given in the contracts under dispute wherein arbitration/ court proceedings have been already started or are contemplated.	Bidder to comply with RFP Terms
65	11	6. Project Details	Presently, Bank has engaged CCSL as one of the vendor to manage its 270 Off-Site ATMs on CAPEX Model across Pan India, 15 Off-Site ATMs in Bangalore Metro Circle on OPEX Model (Transaction Based) and 750 Cash Recyclers to be deployed at various Onsite Branches of Bank on transaction based (OPEX) model	Bank to clarify on the time line on 750 CRMs installation completion, CCSL to share the rollout plan	All the 750 CRM machines are delivered in the Warehouse Location of the OEM and the same shall be delivered and installed by the end of December 2020. Rollout Plan will be discussed and shared with the Successful MSP / Bidder.
66	12		CCSL at its discretion may re-allot, interchange or withdraw the Cash Management and Allied Services and maintenance of ATMs & Cash Recyclers work from assigned Circles or geography to the successful bidders during the currency of the contract, in view of the business requirements or if the performance of the bidder is not as per SLAs defined or the concerned bidder's infrastructure is not supportive in any particular geography. CCSL shall not pay any amount for takeover / migration of the sites or any resultant expenses. All costs related to such takeover / migration shall be borne by the bidder in such eventualities.	In case any deficiency in services, CCSL need to provide the 30 days curing period to the vendor before CCSL take any action.	Refer Corrigendum

67	12		Further CCSL shall have the full discretion to avail any of the services enlisted in the scope of work. CCSL, at its sole discretion, at any point of time, may avail or discontinue any of the services or increase / decrease the numbers of the sites / Machines during the period of contract by giving 1 month prior intimation to the bidder/s. In another words, CCSL will not be obliged to accept all the works from the bidders for all the sites.	CCSL to provide the clear commitment on Scope avail and no service shall be discontinued with in the contract period as this shall impact on total P&L	Bidder to comply with RFP Terms.
68	16	15. Performance Bank Guarantee (PBG)	Performance Bank Guarantee has to remain during the Constricted Period and also valid up to 12 months after the expiry of the contract period. In case of extension of contract, the successful Bidder /s will have to extend the Performance Bank Guarantee for the extended period (exceeding Twelvemonths of the currency of contract) as per stipulation in the SLA.	Since this is a contract performance bank guarantee, we request CCSL to restrict the validity period to contract period and not beyond.	Bidder to comply with RFP Terms.
69	17	Adherence to Standards	Adherence to Standards The Bidder /s should adhere to laws of the land and rules, regulations and guidelines prescribed by various Regulatory, Statutory and Government authorities.	Any regulatory changes need to be agreed mutually based on applicable commercial	Bidder to comply with RFP Terms.
70	18	22. Penalty and Liquidated Damages	If the selected Bidder /s fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, CCSL reserves the right either to cancel the contract or to accept performance already made by the Bidder /s. CCSL reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non- performance.	Request CCSL to clarify under what specific circumstances this liquidated damages would apply considering that there are penalties stipulated in the RFP for various breaches / non-adherence to service requirements.	Bidder to comply with RFP Terms

71	20	26	<p>Arbitration :</p> <p>In the event of a dispute or difference of any nature whatsoever between CCSL and the Bidder /s during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a sole Arbitrator appointed by CCSL and the award of the sole arbitrator shall be final and binding on the parties. Arbitration will be carried out at CCSL's office that placed the order. The provisions of Arbitration and Conciliation Act 1996 shall apply to the Arbitration proceeding. The language of arbitration shall be English.</p>	<p>The place of Arbitration shall be Bangalore. Appointment of arbitrator to be mutually agreed or by Bangalore High Court.</p>	<p>Bangalore jurisdiction and all other terms as per RFP.</p>
72	20	27. Cancellation of Contract and Compensation	<p>Cancellation of Contract and Compensation:</p> <ol style="list-style-type: none"> 1. The selected Bidder /s commit a breach of any of the terms and conditions of the bid / contract 2. The selected Bidder /s go into liquidation voluntarily or otherwise. 3. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid. 4. The progress regarding execution of the contract, made by the selected Bidder /s is found to be unsatisfactory. 5. If deductions on account of Penalty exceeds more than 30% of the total contract price. 6. CCSL reserves its right to cancel the order in the event of delay in / on call maintenance/ incident occurrence related maintenance of equipment and related service and charge penalty for the delay. 	<p>Point no 1: Bidder proposes to include cure period to be minimum of 30 business days. Point No. 6: Since the RFP provides for specific penalties, we request CCSL not to use the issuing of SLAs to be a trigger for termination of contract.</p>	<p>Bidder to comply with RFP Terms.</p>
73	21	27. Cancellation of Contract and Compensation	<p>If deductions on account of Penalty exceeds more than 30% of the total contract price.</p>	<p>Penalty cap is mentioned as 20% in the RFP . CCSL to clarify how these 30% penalties are planned to be charged?</p>	<p>Bidder to comply with RFP Terms.</p>
74	21	27. Cancellation of Contract and Compensation	<p>CCSL reserves the right to recover any dues payable by the selected Bidder /s from any amount outstanding to the credit of the selected Bidder /s, including the pending bills and / or invoking Bank Guarantee, if any, under this contract or any other contract / order.</p>	<p>Request CCSL to restrict the right to liabilities that are agreed in the contract or mutually agreed or awarded by any court</p>	<p>Bidder to comply with RFP Terms.</p>

75	21	Non Payment of bidder Charges / Fees	If any of the items / activities as mentioned in the Commercial bid, which will be submitted pursuant to this RFP process is not taken up by CCSL during the course of this assignment, CCSL will not pay the bidder fees / charges quoted by the Bidder /s in the Commercial Bid against such item / activity.	CCSL to provide the clear commitment on Scope avail and no service shall be discontinued with in the contract period as this shall impact on total P&L	Bidder to comply with RFP Terms.
76	22	31. Limitation of Liability	The Successful bidder /s aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.	Request CCSL to include aggregate liability limit of the bidder in any 12 months period to be an amount paid by CCSL during such 12 month period. Also, request CCSL to agree that the bidder will not be liable for any indirect, incidental, consequential, special or exemplary damages.	Bidder to comply with RFP Terms.
77	22	Set-Off	Without prejudice to other rights and remedies available to CCSL, CCSL shall be entitled to set-off or adjust any amounts due to CCSL from bidder /s against payments due and payable by CCSL to bidder /s for the services rendered.	Request CCSL to restrict this right only to those liabilities that are specifically agreed in the contract or mutually agreed or awarded under a court order	Bidder to comply with RFP Terms.
78	23	18	Force Majeure	Bidder requests addition of the following events in the definition of Force Majeure: government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies. The bidder also requests CCSL not to terminate the contract in case of a Force Majeure event but proposes suspension of work of the time being.	Bidder to comply with RFP Terms
79	27	40.5(a)Other Penalties	<p>a) Rs.200/- per instance per day shall be charged if the vendor fails to provide EJ or JP within T+1 days from the date of Transaction and / or uploaded file not having 100% transactions.</p> <p>b) Flat Rs.10,000/- shall also be charged if the Vendor fails to provide EJ or JP of any ATM / CRM within 3 working days from the date of Transaction.</p> <p>c) In addition to the penalties as mentioned in point (a)above penalty imposed by RBI / Ombudsman / chargeback by other CCSL / Any other Government Authority / Office on Customer complaints due to non availability of EJ or delay in submission of EJ will also be charged from the vendor including the transaction amount involved.</p>	<p>MSP is responsible is limited to Ej pulling, incase EJ is not available in the terminal itself, ATM down due to dependency beyond scope of MSP, MPS is not responsible for Ej penalty Request CCSL to clarify if the MSP have a dual penalty of 200/- per day and 10,000/- after 3 days</p> <p>The bank recon team has to use DN Online EJ/DVR Dispute portal for raising any disputes on a real-time basis.</p>	Bidder to comply with RFP Terms.

80	27	40. Other Penalties	<p>Consumables:</p> <p>Rs.1000 will be charged for each incident of consumable not available within 3 hours for a Metro / Urban site and within 6 hours for a Semi-urban / Rural site (If a complaint received from a customer or Bank / CCSL official)</p>	Penalties are too high on consumable penalties, request bank to revise the penalties to 500 for each incident	Bidder to comply with RFP Terms
81	27	40. Other Penalties	<p>Images: Flat Rs.10,000/- shall be charged if the vendor fails to provide any DVR Video / Image asked for by CCSL within 6 months of the transaction / incident.</p>	<p>MSP responsible is limited to Image retrieval, incase Image is not available in the terminal itself, ATM down due to dependency beyond scope of MSP, any issues related to images stored in the ATM HDD, MPS is not responsible for penalty Penalties are too high, request bank to revise the penalty to 1000/-</p>	Bidder to comply with RFP Terms
82	27	40. Other Penalties	<p>EJ / JP (ATM/ CRM)</p> <p>b) Flat Rs.10,000/- shall also be charged if the Vendor fails to provide EJ or JP of any ATM / CRM within 3 working days from the date of Transaction.</p> <p>c) In addition to the penalties as mentioned in point (a)above penalty imposed by RBI / Ombudsman / chargeback by other CCSL / Any other Government Authority / Office on Customer complaints due to non availability of EJ or delay in submission of EJ will also be charged from the vendor including the transaction amount involved.</p>	<p>MSP responsible is limited to Ej pulling, incase EJ is not available in the terminal itself, ATM down due to dependency beyond scope of MSP, MPS is not responsible for Ej penalty, we further request bank to revise the penalty to 1000/- as the penalties is too high</p>	Bidder to comply with RFP Terms.
83	28	Exclusions	<p>Exclusions</p> <p>The following Exclusions shall be permitted while computing the downtime for the reasons not attributable to the Vendor.</p> <ol style="list-style-type: none"> 1. Accessibility of site / equipment's. 2. Inadequate Cash / Cash not given by the Nodal branch for replenishment. Vendor is required to give prior intimation to CCSL for the requirement / replenishment (Cash Order / Indent should be based on the proper Cash Forecasting vis-à-vis Cash Dispense report). 3. Network issues where Bank is arranging / maintaining the network and equipment's 4. Force Majeure situations like Floods, Earthquake, Fire, Theft, Power outages etc. 5. For other reasons attributed to CCSL, like approvals etc. 6. Standard FLM TAT of 2 hours per call and 4 hours SLM TAT per call 	<p>Request Customer to add the below to the list of exclusions:</p> <p>Overall SLM Downtime Bank controlled Infra issues Vandalism Atmospheric/satellite related affect on VSAT services</p>	Bidder to comply with RFP Terms.

84	28	Exclusions	6. Standard FLM TAT of 2 hours per call and 4 hours SLM TAT per call	CCSL to consider the SLM delay pertaining to respective OEM.	Bidder to comply with RFP Terms.
85	29	41. Takeover of identified sites	Selected bidder /s will have to commence takeover of the existing ATMs from existing MS vendor / CRA within TWO weeks of issuance of Purchase / Appointment Order and shall complete the take-over of the entire fleet of ordered New CRMs as desired by CCSL within a maximum period of 4 (Four) weeks from the date of issuance of Purchase / Appointment Order.	Request bank to revise the take over period as, for existing ATM 4 week and New CRS site shall be 5 week	Bidder to comply with RFP Terms
86	29	Limitation of Penalty	Overall penalty calculated above, shall be restricted to 20 % amount of total monthly payment due to the Bidder under the umbrella of Managed Services. However, any penalty imposed by RBI / Ombudsman / Other CCSL / Any other Government Authority / Office on Customer complaints due to ATM operation will be recovered from the Bidder over and above the penalty imposed by CCSL	Request CCSL to have this capping ATM wise	Bidder to comply with RFP Terms
87	30	PART A - ANNEXURE – 1:	1. Loading and un-loading of cash in the ATMs / CRMs either by cassette swap method or add cash method, whichever CCSL/ Bank decides. The vendor /s shall put in place the mechanism to get the traps for Cash balance in the ATM/CRMs for timely Loading of cash. Proper Admin transaction (as per Banks guidelines) should be done at each site at the time of EOD activity. Currently No Cassette swap method is in vogue. It is kept open only for possible regulatory guidelines in future, if any.	CCSL to clarify, on cassette swapping and MHA guidelines is not followed under this RFP MS services, incase this need to be implemented in future, this shall be agreed on mutual agreed terms	Yes, in this RFP MS Services, MHA Guidelines and Cassette Swapping is not followed. In case this needs to be implemented in future, this shall be discussed on agreed terms with the Successful Bidder.
88	24	33. Technical Evaluation Criteria	Annexure 15 (ATM) /Annexure 16 (CRS)	CCSL to consider the bidder experience for ATM/CRS as single criteria for Evaluation as CRS under MS scope is new in the market	Bidder to comply with RFP Terms
89	31	Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	7. Cash loading / EOD in ATMs – Cash loading to be carried out on Daily basis in all the ATMs and the C3R, CBR, EJ and VCB and all other MIS Reports to be submitted to CCSL / Bank by way of e-mail / hard copy etc. as per the prescribed format required by CCSL / Bank.	Considering the MHA guideline its practically not feasible to undertake 25 loading in the month, request bank to consider the cash loading as per present cash forecasting. (as per industry practice 10 loading a month)	Bidder to comply with RFP Terms

90	31	Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	S&G OTC Lock	Bank to confirm on S&G OTC lock available on all the proposed terminal , no CRA shall take over the terminal for cash loading with out S&G Lock	S&G Lock is available in all the Machines.
91	31	Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	20. Vendor /s have to make good the losses arising due to wrong denomination loading e.g. losses due to loading of Rs.2000 currency notes in cassette meant for Rs.100 currency notes. These losses have to be made good immediately by the MSP.	Request CCSL to immediately notify the bidder if any such incidence occurs and agree to shut down the ATM till such time MSP has corrected the situation. Further, CCSL to make all the efforts to recover from the customers who have received excess cash and recover from MSP only that amount that cannot be realistically recovered from customers.	Bidder to comply with RFP Terms
92	31	Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	24. Vendor /s have to make good the losses arising due to cash shortage (if any). These losses have to be made good immediately	Request CCSL to confirm that the MS-vendor would be liable for cash shortages only if those are caused by the MS vendor or its contractors and not otherwise. For example, MS vendor will not be liable if the shortage is due to use of stolen cards or theft or robbery or fire or flood or malware attack or caused due to acts of any third parties or due to hardware faults or wrong cassette configuration or switch related issues etc. Further, CCSL shall report any such shortages not later than 5 days of receipt of daily settlement report from MS vendor and CCSL will provide all the documents or supporting information for CCSL's claim that the cash shortage is caused by MS vendor or its contractor. MS vendor will not entertain any claims beyond the said 5 days period.	Bidder to comply with RFP Terms
93	31	Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	22. Vendor to provide a solution to capture the machine counters automatically and the same will be shared with a centralized server. More details regarding the solution and requirement will be discussed with successful bidder/s.	Need clarification and detailed scopes on Solution asked by the bank	More details regarding the solution and requirement will be discussed with successful bidder/s.

94	32	Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	25. Use of latest technology like mobile application (compatible with all type of mobile platform) should be used by the CRAs/CIT vendors for updating the cash balances as per EOD activity from the site. MSP should provide a web based access to CCSL to view the live reporting of the same.	Need clarification and detailed scopes on Solution asked by the bank	Refer Corrigendum
95	32	Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	All statutory guidelines with regarding to cash replenishment (loading / unloading) should be followed by the vendor /s. In case of Forged Currency Note or shortage of cash, the Bidder /s have to indemnify CCSL unconditionally and to make good for any such loss immediately.	CCSL to clarify, on cassette swapping and MHA guidelines is not followed under this RFP MS services, incase this need to be implemented in future, this shall be agreed on mutual agreed terms. With reference to forged currency MS vendor will not be liable if it is proved that the currency notes were supplied by CCSL or the Bank.	1. Cassette swapping and MHA guidelines is not followed under this RFP MS services & incase this need to be implemented in future, this shall be agreed on mutual agreed terms. 2. Bank will provide ATM Fit currency but it is the resoponsibility of the MSP / CRA to ensure the same.
96	32	Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	Vaulting arrangement for cash would mean cash to be kept in a secured environment in case the day's issuance from CCSL could not be completely loaded due to any ground related situation and also for stocking up the cash in order to meet Sunday and intervening holiday requirements any other requirement at the discretion of the Bank /CCSL.	Considering the MHA guideline its practically not feasible to undertake 25 loading in the month, request bank to consider the cash loading as per present cash forecasting. (as per industry practice 10 loading a month)	Bidder to comply with RFP Terms
97	32	2. Cash Services – Cash Recycler Machine (CRM)	In case of high deposit CRM, vendor /s have to unload the cash even more than once or so.	Any cash unloading more than once on any machine will be charged extra as per commercial agreed. Also Deployment of custodians would be at CRA's discretion depending on the route matrix. Request to you please remove this clause	For any additional Cash loading / unloading activity, commercial can be agreed on Prorata basis i.e L1 price / 25 loading.
98	33	2. Cash Services – Cash Recycler Machine (CRM)	5. The vendor /s will unload currency from CR and count it physically through note counting machine at the site only to check if physical cash tallies with the ADMIN balance. In the process, vendor will segregate notes into different denominations and make it ready for preparing packets of 100 notes each and deposit the unloaded cash to Bank. Offloaded cash from CRM has to be deposited with respective nodal branch / Base Branch on the same day in Non vaulting location. For vaulting location, offloaded cash from CRM has to be deposited on the same day or T+1 Working day. Interest at the rate of 15% (per annum) on the amount not deposited with nodal branch for delayed time period will be recovered from the Bidder.	The interest charges are not accepted since in a normal course, the deposition will be on daily basis however there would be genuine reason due to which team may have failed as an exception for depositing the cash on any particular day	Bidder to comply with RFP Terms

99	33	2. Cash Services – Cash Recycler Machine (CRM)	9. In case any counterfeit note is found during verification /counting by Bank /CCSL officials, details will be noted in the cash delivery slip and the number of the note will be tallied with details in EJ on T+1 day or when submitted. In case it is found not tallying with the details, vendor will be responsible to make good the amount equivalent to the value of the note immediately.	Need more clarity on counterfeit note received through CRS terminal, as this been accepted through CRS, Counterfeit note collected through CRS need to be taken up with respective OEM for corrective action	OEM SPECS TO BE PROVIDED
100	33	2. Cash Services – Cash Recycler Machine (CRM)	22. Vendor /s have to make good the losses arising due to wrong denomination loading, in case of loading operation e.g. losses due to loading of Rs.2000 currency notes in cassette meant for Rs.100 currency notes. These losses have to be made good immediately.	Request CCSL to immediately notify the bidder if any such incidence occurs and agree to shut down the ATM till such time MSP has corrected the situation. Further, CCSL to make all the efforts to recover from the customers who have received excess cash and recover from MSP only that amount that cannot be realistically recovered from customers.	Bidder to comply with RFP Terms
101	33	2. Cash Services – Cash Recycler Machine (CRM)	26. Vendor /s have to make good the losses arising due to cash shortage (if any). These losses have to be made good immediately.	Request CCSL to confirm that the MS vendor would be liable for cash shortages only if those are caused by the MS vendor or its contractors and not otherwise. For example, MS vendor will not be liable if the shortage is due to use of stolen cards or theft or robbery or fire or flood or malware attack or caused due to acts of any third parties or due to hardware faults or wrong cassette configuration or switch related issues etc. Further, CCSL shall report any such shortages not later than 5 days of receipt of daily settlement report from MS vendor and CCSL will provide all the documents or supporting information for CCSL's claim that the cash shortage is caused by MS vendor or its contractor. MS vendor will not entertain any claims beyond the said 5 days period.	Bidder to comply with RFP Terms

102	33	2. Cash Services – Cash Recycler Machine (CRM)	17. Centralized Web Portal / Help Desk for generating One Time Password for the S&G Locks through dedicated Team on 24*7 Basis for the Cash loading Team / Authorized Custodians. These OTP Passwords to be generated for Cash loading, FLM, SLM and any such activity as per the Cash Indent, FLM / SLM Call logged in MSP portal. Also, in case of any kind of S&G Lock combination failure the Master Key/Red Key to be arranged for Resetting the Vault combination Lock / Passwords at MSPs own cost within 24 Hours. Failing which Penalty will be levied as defined in the Penalty Clause	S&G Lock malfunctioning shall not entitle for penalty as this shall be OEM responsibilities, MSP shall be only responsible for the case until its been proven lock fault caused due to CRA activity.	Bidder to comply with RFP Terms
103	33	2. Cash Services – Cash Recycler Machine (CRM)	25. Vendor has to bear the cost of replacement of S&G lock and any other machine part including cassette, if any damage/malfunction happening during the tenure of the contract by way of any mishandling / mistake.	Malfunction shall fall under product failure and shall be OEM responsibilities, need to be excluded form MS scope	Bidder to comply with RFP Terms
104	33	2. Cash Services – Cash Recycler Machine (CRM)	27. Cash offloading should start early at 8.00 am every day including Saturday/Sunday and CCSL holidays, where ever vaulting facility is available or CCSL is in position to accept the cash in the identified branch.	Considering the MHA guideline its practically not feasible to undertake 25 loading in the month, request bank to consider the cash loading as per present cash forecasting. (as per industry practice 10 loading a month)	Bidder to comply with RFP Terms
105	34	2. Cash Services – Cash Recycler Machine (CRM)	Note: All statutory guidelines with regarding to cash replenishment (loading / unloading / Sorting / Processing) should be followed by the vendor /s. In case of Forged Currency Note or shortage of cash, the Bidder /s have to indemnify CCSL unconditionally and immediately.	CCSL to clarify, on cassette swapping and MHA guidelines is not followed under this RFP MS services, incase this need to be implemented in future, this shall be agreed on mutual agreed terms. With reference to forged currency MS vendor will not be liable if it is proved that the currency notes were supplied by CCSL or the Bank.	Bidder to comply with RFP Terms
106	35	3. First Line Maintenance (FLM) of Machines	11. Basic Preventive Maintenance once a month for ATMs and CRMs	PM shall be under SLM, bank to clarify	Coordination with OEM and schedule for PM and complete the activity and the PM Schedule will be shared by the respective OEM vendor.
107	35	3. First Line Maintenance (FLM) of Machines	Rectification of site related problems (e.g. electrical problems, environmental conditions etc.)	CCSL to elaborate on the scope	Monitoring / Reporting of Electrical problems / environmental conditions / Air conditioners etc to be reported to CCSL / Bank officials.

108	35	3. First Line Maintenance (FLM) of Machines	Note:-The successful bidder /shave to undertake full responsibility of ATMs and CRMs. These machines are highly sophisticated; necessary training and handling of these activities have to be imparted to the persons performing these activities. The successful bidder/s shall make good all the damages and loss occurred due to improper handling of these machines.	Wear & tear of the machines to be taken care after due consideration of its usage and life span. CRA should not be held liable for its damages unless proven	Bidder to comply with RFP Terms
109	35	Second Line Maintenance (SLM) for ATM / CRMs – Call Logging, coordination & Resolution	2. Implementation of Hardware level Configurationally Changes, wherever required/necessitated including recalibration of cassettes on account of change in currency size in co-ordination with the OEM	Bank to exclude the mentioned clause as this shall fall under OEM SLM Scope	Co-ordination with OEM / schedule and co-ordinate with OEM to complete such activities.
110	35	Second Line Maintenance (SLM) for ATM / CRMs – Call Logging, coordination & Resolution	3. Installation of original (OEM make only) spare parts, wherever required, in co-ordination with the OEM Vendor, to take care of breakdowns and natural wear and tear or aging of ATM / CRM. If required, CCSL shall provide the Age, Model & Make of ATM / CRM.	Bank to exclude the mentioned clause as this shall fall under OEM SLM Scope	Installation of original (OEM make only) spare parts, wherever required, in co-ordination with the OEM Vendor, to take care of breakdowns and natural wear and tear or aging of ATM / CRM.
111	36	Second Line Maintenance (SLM) for ATM / CRMs – Call Logging, coordination & Resolution	5. Vendor/s to provide 24 X 7 specialized Technical staff with all necessary tools / systems/knowledge base to help for quick resolution.	Bank to exclude the mentioned clause as this shall fall under OEM SLM Scope	Refer Corrigendum
112	36	Second Line Maintenance (SLM) for ATM / CRMs – Call Logging, coordination & Resolution	7. Successful bidder /s will have to keep updating the security protocols and take all the necessary measures for developing suitable Security and related action in order to ensure that the Machines operations are run flawlessly and without any threat – Physical or Logical and also taking into consideration the directives received from the regulators from time to time.	Bank to exclude the mentioned clause as this shall be under OEM scope not under MS Scope	Refer Corrigendum
113	36	Second Line Maintenance (SLM) for ATM / CRMs – Call Logging, coordination & Resolution	8. Any new development required to tackle with any security risk arising due to changing security environment.	Bank to exclude the mentioned clause as this shall be under OEM scope not under MS Scope	Refer Corrigendum

114	36	Second Line Maintenance (SLM) for ATM / CRMs – Call Logging, coordination & Resolution	<p>1. The successful Bidder/s / are expected to take responsibility of the ATM/ CRM of all makes of ATMs / CRMs deployed in Banks' network as per the Scope of work defined under this RFP.</p> <p>At present we have Diebold, NCR and Hyosung make machines. However, the successful bidder /s have to undertake responsibility of Managed Services of any other make of ATMs / CRMs deployed in Banks network. CCSL shall pay the charges for fixing / replacing any spare parts which are not covered under warranty</p>	MSP responsible is limited to Ej pulling, incase EJ is not available in the terminal itself, ATM down due to dependency beyond scope of MSP, MPS is not responsible for Ej penalty	Bidder to comply with RFP Terms.
115	36	Second Line Maintenance (SLM) for ATM / CRMs – Call Logging, coordination & Resolution	<p>2. Any machine related Agents, Updates, Patches (or any other software component) etc. which is required by CCSL for its operations shall be provided by CCSL through OEM for Machines, which will have to be loaded /installed/ updated on machine by the Vendor in coordination with the OEM Vendor.</p>	SLM scope is limited to OEM coordination and reporting, bank to clarify on the mentioned scope	The Vendor has to co-ordinate with the OEM Vendor for completion of all such activities as and when required.
116	36	Second Line Maintenance (SLM) for ATM / CRMs – Call Logging, coordination & Resolution	<p>3. CCSL reserve the right to migrate ATMs to any other Network Domain.</p>	Any migration in between the contract period shall be on mutual agreed terms	ok
117	36	4. Monitoring, Archival and Retrieval of Video / Images	<p>6. Vendor /s have to deliver the requested Video /Image(s) within 24 hours in case of ATMs / CRMs and CRs, whenever CCSL Demands.</p>	For any H/w related fault due to HDD crash, and data loss, which lead to non availability of images shall be passed on to respective OEM, MS Vendor shall not be liable for any penalty	Ok, Will be examined on case to case basis.
118	37	5. Pulling of Electronic Journals (EJs) and Archival	<p>3. Any liability to CCSL arising out of disputes in case of non-availability of EJ shall be recovered from the vendor /s, along with penalty.</p>	MSP responsible is limited to Ej pulling, incase EJ is not available in the terminal itself, ATM down due to dependency beyond scope of MSP, MPS is not responsible for Ej penalty	Bidder to comply with RFP Terms
119	37	5. Pulling of Electronic Journals (EJs) and Archival	<p>1. Bidder will be responsible for online EJ pulling and providing the same to our RECON team. Bidder will ensure that EJ pulling services are not disrupted. If EJ is not provided online, a penalty per day per incident / machine will be charged.</p>	Request CCSL to provide 4 IPs from their network pool for 2 cBoxes and 2 EJ storage server (considering 1000 terminals)	Bidder to comply with RFP Terms.

120	37	5. Pulling of Electronic Journals (EJs) and Archival	2. All machine-wise / Transaction-wise EJs pulled must be stamped with the 'Event Time'. All EJs must also contain information regarding Counterfeit / Suspicious Notes detected and impounded	The content/format of the EJ is defined by the ATM switch Request the ccsL to provide masked PAN data in the EJ files. AS per PCI-DSS	Will be shared with the Successful Bidder.
121	37	5. Pulling of Electronic Journals (EJs) and Archival	6. Machine-wise EJs shall be stored in the EJ Server of the bidder /s, at a centralized location for a minimum period of 12 months and subsequently may be transferred to CCSL. Machine-wise EJs pulled are to be spooled separately and pushed to the designated server on daily basis. The EJ data may be purged by the bidder /s, after seeking confirmation of CCSL.	Request CCSL to provide the SFTP Server IP details placed at their location	Will be shared with the Successful Bidder.
122	38	7. Incident Management with Online / Remote monitoring by CCSL	3. Deliver system to provide automated fault detection and resolution.	Request CCSL to provide API integration document, feed samples, Feed Solution document for feed mapping purpose, POC, etc.	Will be shared with the Successful Bidder.
123	38	7. Incident Management with Online / Remote monitoring by CCSL	4. Deliver system to do automatic dispatching to avoid delays. Automated Text messages to identified CCSL officials.	Requires Vendor API integrations, development efforts need to be considered	Bidder to comply with RFP Terms.
124	38	7. Incident Management with Online / Remote monitoring by CCSL	7. To provide all related reports of Machines down time as desired by CCSL.	Request CCSL to share formats of all standard reports. For adhoc/ customized reports we request Bank to share the required formats and allow time for development post mutual agreement	All Report formats will be shared with Successful Bidder /s.
125	38	7. Incident Management with Online / Remote monitoring by CCSL	20. The successful bidder /s should provide the Remote Monitoring and Management of the Machines. This RMM Agent will help CCSL and the successful bidder /s for proactive Real Time Monitoring, Switch Independent Monitoring and XFS Monitoring. This RMM should provide the health of the Machines including but not limited to: <ul style="list-style-type: none"> • Cash Dispenser and its related parts <ul style="list-style-type: none"> • EPP / PIN Keypad • Receipt Printer • Card Reader • Sensors and Indicators 	Relevant device status to be provided from the switch to the monitoring tool	Switch feed of the Bank will be provided to the Successful Bidder / MSPs.

126	39	7. Incident Management with Online / Remote monitoring by CCSL	<p>End-to-End Monitoring of Uptime: -</p> <p>5. The monitoring system shall be capable of remotely capturing and initiating instant appropriate action based on the messages (both solicited and unsolicited) sent by ATMs /CRMs in the Network. Vendor shall indicate any software requirement and also provide the same at no additional cost to CCSL.</p>	Request CCSL to provide event mapping file for configuration of error creation and closing messages in DN monitoring system	Will be provided to the Successful Bidder/ MSP
127	40	8. MIS Report	Additional / Various MIS Report Format as per Banks requirement will be provided as and when required to the Successful Bidders.	Request CCSL to share formats of all standard reports. For adhoc/ customized reports we request Bank to share the required formats and allow time for development post mutual agreement	All Standard MIS and other Report formats will be shared with Successful Bidder /s
128	40	11. Audit and Inspection	<p>1. All Bidder records with respect to any matters covered by this tender shall be made available to CCSL or its designees at any time during normal business hours, as often as CCSL deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. CCSL would execute confidentiality agreement with the Service Provider, provided that the auditors would be permitted to submit their findings to CCSL, which would be used by CCSL. The cost of the audit will be borne by the Bidder/s. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, which will be subject to the requirements of statutory and regulatory authorities. The Service Provider's records and sites managed for CCSL shall also be subject to Regulator/CCSL's inspection.</p>	Any addition cost incurred related to audit activity or charges if any need to be borne CCSL/Bank	Bidder to comply with RFP Terms

129	41	CLEAN NOTE POLICY	<p>CLEAN NOTE POLICY Bank has adopted clean note policy as per RBI directives i.e. the note packets are not stapled or stitched and instead sorted and banded horizontally. As such while receiving the cash the Successful BIDDER would count the currency notes and ensure that there is no fake currency note in the packet in the Bank's premises itself. <u>Bank will not provide any infrastructure in the Banks Premises to check fake currency.</u> BIDDER should ensure correctness, genuineness of the cash and shall take the ATM / CRM fit currency notes to its possession. Once the note packets are taken out of Bank's premises the BIDDER would be responsible for shortage and fake currency if any, noticed subsequently. In case counterfeit currency is dispensed from CRM, the responsibility will be of the vendor and penalty of Rs 10,000/- per instance would be levied.</p>	Scope limited to only collection and loading of cash from the vault.	Bidder to comply with RFP Terms
130	72	Part B Annexure 21	Commercials	<p>Monthly fix rate per atm per month & Monthly fix rate per CRM per month will be charged basis Daily EOD Scope. The other charges for additional visits & FLM/SLM for particular module for particular site will be charged separately. Also sorting charges will be charged separately as sorting activity is requested in the RFP</p>	Bidder to comply with RFP Terms
131	46	PART A - Annexure-4_Point No. 2 - Eligibility Criteria Declaration	<p>The Bidder should have managed at least 1,000 Machines (ATM/CRM/BNA) in India under end to end Managed Services contract (for entire scope of work for Machines as contained in this RFP) as on the date of RFP for all BANKs put together. (Cleint wise ATMs/CRMs and BNA/CRs details should be submitted separately)</p>	<p>India as a country has more than 2 lakhs ATMs hence, we request bank to get an experience and financially stable vendor to increase the minimum ATMs to 10, 000+ from last 5 years with minimum 5 banks under managed services. (Opex contracts shall not be considered as MS orders). This help bank to get the best MS vendor which can help bank to improve the overall availability and customer experience for bank customers.</p>	Bidder to comply with RFP Terms

132	46	PART A - Annexure-4_Point No. 3 - Eligibility Criteria Declaration	The Bidder should have 24x7 Machine support center in India with help line number and Managed Services infrastructure pan-India in all the 24 Circles as per Annexure-5 including all the State Capitals in India as mentioned in the list to provide 24x7 support. Bidder should be able to provide support to CCSL's Machines at all the locations within India.	To get an experience and financially stable vendor with a good past record across top banks in the country, we request bank to ask for Machine support center in India from last 5 years by the vendor. This help bank to get the best MS vendor which can help bank to improve the overall availability and customer experience for bank customers.	Bidder to comply with RFP Terms
133	46	PART A - Annexure-4_Point No. 4 - Eligibility Criteria Declaration	The Bidder should be a registered company in India and should have minimum turnover of Rs.100 Crore for each of the previous 3 years as per the Audited Financial Statements.i.e 2017-2018, 2018-19 & 2019-20	To get a stable and financially strong MS partner, we request bank to increase the minimum turnover of the bidder to Rs 500 crore for each of the previous 3 years as per the Audited Financial Statements.i.e 2017-2018, 2018-19 & 2019-20,.	Bidder to comply with RFP Terms
134	46	PART A - Annexure-4_Point No. 6 - Eligibility Criteria Declaration	Minimum Networth of the Bidder in India should be more than ₹ 100 crores as on 31st March 2020. The net worth of at least ₹ 100 crores should be maintained at all times.	To get a stable and financially strong MS partner, we request bank to increase the minimum networth of the bidder to be more than Rs 500 crore as on 31st March 2020. The net worth of at least ₹ 500 crores should be maintained at all times.	Bidder to comply with RFP Terms
135	23	Section C: Bidder's Selection / Evaluation Process	Technical Evaluation: The evaluation of Technical capabilities of the Bidder /s of this RFP will be completed in this stage. The technical proposals only will be subjected for evaluation at this stage. The Bidder /s scoring less than 80% marks (cut-off score) in the technical evaluation shall not be considered for further selection process. Those Respondents who meet a minimum score of 80% under "Aggregate Technical Score" will be considered as "Qualified for RFP".	We request bank to qualify only the top 4 bidders as per the techno-commercial scoring for the final commercial bid evaluation process.	Bidder to comply with RFP Terms
136	74	PART C – Annexure - 23	Bill of Material (Price Bid)	We request bank to do a techno-commercial evaluation (70% weightage should be given to the technical scoring and 30% weightage to the commercial quoted) instead of only commercial evaluation. This will help bank to select a partner which is technically strong and have better experience, infrastructure in place to meet banks expectations and to provide better availability and customer experience.	Bidder to comply with RFP Terms
137	26	38	CCSL has defined Cash Out as non-availability of cash in ATM / CRM for dispensation. To align this with ADMIN balance, cases of ADMIN balance less than	Bidder would request cash out penatly to be considered if balance goes below 25k, rest shouldn't be treated cash out.	Bidder to comply with RFP Terms

138	26	39	<p>The bidder /s have to ensure Average Cash Efficiency Ratio of minimum 70% per month and in case of failure to maintain the same, a penalty of 0.2% per month of cash surplus will be applicable and will be deducted from monthly payment. Penalty will be applicable after three months from the date of completion of installation of ATM / CRM. The bidder /s have to provide monthly cash utilization report for each ATM / CRM while submitting the monthly invoices for payment. Monthly calculation of Cash Efficiency Ratio will be based on minimum 25 loading during the month in the ATM / CRM and will be calculated as per the under mentioned formula</p> <p style="text-align: center;">CER =</p> <p style="text-align: center;">Total cash dispensed or consumption in ATM during the month</p> <p style="text-align: center;">=====</p> <p style="text-align: center;">=====</p> <p style="text-align: center;">Total cash Replenishment in the ATM during the month</p>	<p>1) Request bank to share daily Feed file in bidder's file format with all basic mandatory fields like Opening balance, closing balance, dispensation, cash increased, cash decreased, returns / pre-withdrawals, deposits at denomination level for better forecast accuracy.</p> <p>2) Bidder would not be able to meet bank's expectation to an extent in absence of feed file with all mandatory fields.</p> <p>3) Also request bank to give minimum 12 months historical details.</p> <p>4) All these details needs to be sent via SFTP.</p> <p>5) Bidder request to use below formula for calculating the CER since machine always have some cash starting day of month, thus better to consider, else</p> <p style="text-align: center;">CER =</p> <p style="text-align: center;">Total cash dispensed or consumption in ATM during the month</p> <p style="text-align: center;">=====</p>	Bidder to comply with RFP Terms
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139	27	40	<p>4. Cash Loading /EOD of ATMs / Cash vaulting without CCSL permission Frequency 100% Rs.1000 per day per ATM /CRM for the 1st day (Cash loading / EOD day), after failing from 2nd day onwards, Rs.2,000/- per day per ATM / CRM.</p>	<p>Penalty amount is too high, bidder would request to reduce penalty amount to Rs 200 per day per ATM/CRM.</p> <p>EOD's would be carried out on working days except bank holiday. Please consider below relaxations</p> <p>1) Late cash issuance by bank, i.e. after 10 AM. 2) There should be relaxation for uncontrollable factors, natural disasters & also there could be possibility of loading/EOD skip by bidder/CRA due to abnormal/uncontrollable situation like riots, force majeure, far offsites, transportations, area power failure, SLM bank dependency, access restriction, captive sites, ATM down at the time of loading etc. 3) Request bank to exclude far (from nodal branch to ATM point) away offsite machines. 4) Bidder will share such list of machines.</p>	Bidder to comply with RFP Terms
140	28	40	<p>6. C3R - Availability - 100%</p> <p>a) If vendor fails to provide C3R/CBR in T+1 day, per day penalty @ 0.01 % of un-reconciled amount will be imposed</p> <p>b) Vendor shall be charged flat Rs. 2,000/- per C3R/CBR per day over and above per day penalty @ 0.01 % of unreconciled amount for submission of incomplete/ in-correct C3R/CBR. Any C3R/CBR submitted without machine counters will also be treated as in-complete.</p>	<p>Penalty amount is too high, bidder would request to reduce the penalty amount to Rs 100 per C3R/CBR per day</p> <p>Bidder would request to provide Daily Feed file including all details like opening/closing balance, cash loaded, pre withdrawals/returns, withdrawals and EOD-EOD dispense to validate reports for better accuracy and efficiency.</p>	Bidder to comply with RFP Terms
141	28	40	<p>7. Non Performance of Admin activity - Performance - 100%</p> <p>If the MSP / CRA fails to perform admin activity or perform incorrect admin activity like incomplete admin activity/non-updation of Switch/Machine counters etc. at the time of offloading/loading the cash from/in ATMs / CRMs, penalty @ Rs. 5,000/- per incident will be imposed.</p>	<p>Penalty amount is too high, bidder would request to reduce the penalty amount to Rs 200/- per incident.</p> <p>Bidder would request to provide exclusion in case of technical issue (Machine down) or sudden power outage in the process etc.</p>	Bidder to comply with RFP Terms

142	28	40	8.Short Cash - Response - 100% Vendor shall be charged flat Rs. 5,000/- per incident per day per ATM / CRM, for not depositing of shortage of cash in addition to the amount of shortage and applicable interest.	Penalty amount is too high, bidder would request to reduce the penalty amount to Rs 200/- per incident per day per ATM/CRM	Bidder to comply with RFP Terms
143	28	40	9.Excess Cash - Response - 100% Vendor shall be charged flat Rs. 5,000/- per incident per day per day per ATM / CRM for not reporting, depositing of any excess cash found in the ATM / CRM.	Penalty amount is too high, bidder would request to reduce the penalty amount to Rs 200/- per incident per day per ATM/CRM	Bidder to comply with RFP Terms
144	28	40	10.Vault Combination Lock failure - Response - 100% In case of Vault combination (S&G Lock password) is not available, Lock not opening, Dependency on Master Key, Red key beyond 24 hours from Bidders Head quarters, Rs. 5,000/- penalty per ATM/ CRM per day will be levied. (Except OEM / Hard ware issues)	Penalty amount is too high, bidder would request to reduce the penalty amount to Rs 200/- per ATM/CRM per day	Bidder to comply with RFP Terms
145	28	40	11.Cash out in ATMs / CRMs - Performance - 100% For each Cash Out Incidence for whatsoever reason, penalty at the rate of Rs.5,000 per Machine per incidence per day will be charged. CCSL has defined Cash Out as non-availability of cash in ATM / CRM for dispensation. To align this with ADMIN balance, cases of ADMIN balance less than Rs.25,000/- out of above will also be considered as 'Cash Out' for the purpose of penalty.	Penalty amount is too high, bidder would request to reduce the penalty amount to Rs 100/- per Machine per incidence per day Bidder would request to provide exclusion in below cases: 1)Hike in dispense which is uncertain compared to historical trend 2)Bank dependancy like less cash issuance/ delay cash issuance after 11 AM 3)CRA unable to load cash due to technical issue (Machine down) or force majeure reason like riots, natural calamities, sudden power outage etc.	Bidder to comply with RFP Terms
146	28	40	Delay in FLM Calls beyond TAT: 1. Metro and Urban – Beyond 2 Hours of delay in attending FLM Calls which included Dispenser Calls, Card Reader issue, Machine Resetting / Restarting, Cash Jam, Consumables replenishment, etc. Rs. 300/- per FLM per hour will be levied. 2. Semi Urban & Rural - Beyond 4 Hours of delay in attending FLM Calls which included Dispenser Calls, Card Reader issue, Machine Resetting / Restarting, Cash Jam, Consumables replenishment, etc. Rs. 300/- per FLM per hour will be levied.	Penalty is too high, considering Market condition and business viability, we request Bank to reduce the penalty amount to Rs 100/- per FLM per hour for both Metro & Urban and Semi-Urban & Rural.	Bidder to comply with RFP Terms

147	28	40	<p style="text-align: center;">Exclusions</p> <p>The following Exclusions shall be permitted while computing the downtime for the reasons not attributable to the Vendor.</p> <ol style="list-style-type: none"> 1. Accessibility of site / equipments. 2. Inadequate Cash / Cash not given by the Nodal branch for replenishment. Vendor is required to give prior intimation to CCSL for the requirement / replenishment (Cash Order / Indent should be based on the proper Cash Forecasting vis-à-vis Cash Dispense report). 3. Network issues where Bank is arranging / maintaining the network and equipments 4. Force Majeure situations like Floods, Earthquake, Fire, Theft, Power outages etc. 5. For other reasons attributed to CCSL, like approvals etc. 6. Standard FLM TAT of 2 hours per call and 4 hours SLM TAT per call 	<p>Bidder would request to provide exclusion for additional below points-</p> <ol style="list-style-type: none"> 1) Hike in dispense which is uncertain compared to historical trend. 2) Late cash issuance by bank, i.e. after 10 AM. 3) There should be relaxation for uncontrollable factors, natural disasters & also there could be possibility of loading/EOD skip by bidder/CRA due to abnormal/uncontrollable situation like riots, force majeure, far offsites, transportations, area power failure, SLM bank dependency, access restriction, captive sites, ATM down at the time of loading etc. 4) Request bank to exclude far (from nodal branch to ATM point) away offsite machines. 5) Bidder will share such list of machines. 	Bidder to comply with RFP Terms
148	29	41	<p>Selected bidder /s will have to commence takeover of the existing ATMs from existing MS vendor / CRA within TWO weeks of issuance of Purchase / Appointment Order and shall complete the take-over of the entire fleet of ordered New CRMs as desired by CCSL within a maximum period of 4 (Four) weeks from the date of issuance of Purchase / Appointment Order. The Penalty of Rs.1000/- per day per Machine shall be levied for delay in operationalization of full-fledged MS for Machines identified for takeover beyond 4 (Four) weeks after the date of intimation from CCSL.</p>	<p>4 weeks for entire fleet takeover will have to be deferred as it is difficult to achieve this timeline practically due to Field challenges, such as CIT identification, document processing etc.,. This would require minimum 90 days to complete the entire fleet take over. We request bank to increase the take over time for entire fleet to 90 days.</p> <p>Also penalty amount is too high, bidder would request to reduce the penalty amount to Rs 200/- per day per Machine for delay in operationalization of full-fledged MS for Machines for takeover beyond 12 weeks after the date of intimation from CCSL.</p>	Bidder to comply with RFP Terms

149	30	Part A. Ann. 1) 1) 1.	<p>1. Cash Management Services of ATMs & Cash Recycler Machines (CRMs)</p> <p>The MS Vendor/s will provide following Cash Services for CCSL's ATMs as mentioned below.</p> <p>The Cash Loading / EOD activity will be carried out on daily basis in all the ATMs outsourced to the Managed Service Provider / Bidder (25 Cash Loadings / EOD per month for all ATMs)</p>	<p>Bidder request to review it, as 25 loading/EOD in a month is not possible as six days are fixed bank holiday, apart there are state level holiday etc.</p> <p>EOD's would be carried out on working days except bank holiday.</p> <p>Please consider below relaxations</p> <ol style="list-style-type: none"> 1) Late cash issuance by bank, i.e. after 10 AM. 2) There should be relaxation for uncontrollable factors, natural disasters & also there could be possibility of loading/EOD skip by bidder/CRA due to abnormal/uncontrollable situation like riots, force majeure, far offsites, transportations, area power failure, SLM bank dependency, access restriction, captive sites, ATM down at the time of loading etc. 3) Request bank to exclude far (from nodal branch to ATM point) away offsite machines. 4) Bidder will share such list of machines. 	Bidder to comply with RFP Terms
150	30	Part A. Ann. 1) 1) 1.	<p>Monitoring of cash in ATM / CRM and CRA's Vault and optimization of idle cash holding so that at no time cash in ATM / CRMs and CRA's Vault exceeds two times the average / peak cash dispensed per day for most of the ATM / CRMs (more than 90% of ATM / CRM) based on previous three months' cash dispensing except for festival seasons, strikes or extended holidays when it can go up to three times to meet the situational requirements. The optimization has also to be done in a manner as to ensure that no ATM / CRM is allowed to go cash out at any point of time.</p>	<p>Maintaining cash of 2 days in weekday at ATM level is very difficult especially in situations like cash diversion from other machine, machine is down, low dispensing machine where average withdrawal is less than 2 lacs, change in dispense trend may led to little high cash at ATM level. Channel cash can be high in weekends/holidays and special events of month depends on number of day holiday. During consecutive holidays like 2 or 3 days then cash at ATM level may go above 3 or 4 times of dispensation.</p> <p>Bidder request to review cash in ATM.</p>	Bidder to comply with RFP Terms

151	31	Part A. Ann.1) 1) 6.	Developing a Proper Cash Forecasting tool in consultation with CCSL and scheduling of Cash Delivery, Cash Management and forecasting as per CCSL's requirements etc. and Reviewing of Cash Forecasting tool periodically as per CCSL's requirement.	Bidder owns one of the world's best Cash forecasting software, which is deployed across various national and International banks across the globe, hence we will be using existing software to meet bank expectations. With the help of core files via SFTP which are mentioned in Sr.No. 3.	Bidder to comply with RFP Terms
152	31	Part A. Ann.1) 1) 7.	Cash loading / EOD in ATMs – Cash loading to be carried out on Daily basis in all the ATMs and the C3R, CBR, EJ and VCB and all other MIS Reports to be submitted to CCSL / Bank by way of e-mail / hard copy etc. as per the prescribed format required by CCSL / Bank.	Loading/EOD's would be carried out on working days except bank holiday. Bidder request to bank to change the clause accordingly.	Cash loading, Unloading and EODs to be performed for 25 days in a calendar month. Other Terms as per RFP.
153	31	Part A. Ann.1) 1) 14.	Centralized Web portal to be provided for our Recon team without any extra cost to CCSL for downloading of C3R Reports in Bank /CCSL approved format and lodging a call for non-availability of C3R. Bidder has to send all the required Reports to Bank/ CCSL on daily basis through e-mail.	Bidder can push C3R reports to bank server via SFTP securely and from their bank can download all reports.	Bidder to comply with RFP Terms
154	31	Part A. Ann.1) 1) 17.	The vaults should be equipped with cash sorting machines. The Vendor /s have to ensure that the loaded notes in ATMs / CRMs are ATM fit currency.	Request bank to provide ATM fit currency	Bank will provide ATM Fit currency but it is the resopnsibility of the MSP / CRA to ensure the same.
155	32	Part A. Ann.1) 1) 25.	Use of latest technology like mobile application (compatible with all type of mobile platform) should be used by the CRAs/CIT vendors for updating the cash balances as per EOD activity from the site. MSP should provide a web based access to CCSL to view the live reporting of the same.	Presently it is not in practice, need more clarity.	Refer Corrigendum

156	32	Part A. Ann.1) 1)	<p>Any such solution (used by MSP / CRA) should have the following features:</p> <ol style="list-style-type: none"> 1. Should be able to upload Indent on the web based console. 2. Creation of ATM groups as per the routes. 3. GPS based Live tracking of the locations of CRA teams. 4. Upload of counters (Either through image or through any other method) before and after Cash Loading / EOD / Cash Evacuation. 5. Capture the physical, switch and ATM counters and auto calculate any overages/shortages. 6. Capture the signature(s) of the custodians. 7. Upload the entire data and images to the server from the ATM site. 8. Auto generation of all cash balancing reports at the central console. 9. Customized reports and dashboards as per the requirement of CCSL with any subsequent modifications as may be required due to changing necessity without any recourse of any cost revision. 	<p>Bidder can push cash indent copy to bank server via SFTP securely and from their bank can download all indents nodal branch wise. Bidder can arrange customised few of listed reports via email after mutual discussion between both parties. Need clarity - Is bank expecting MHA guidelines to be implemented?</p>	Bidder to comply with RFP Terms
157	32	2	<p>2. Cash Services – Cash Recycler Machine (CRM) The Vendor /s will provide following cash services for CCSL's CRMs as under. The cash unloading / loading / EOD activity will be carried out on daily basis in all CRMs Outsourced to the Bidder.</p>	<p>Un-Loading/EOD's would be carried out on working days except bank holiday. Bidder request to bank to change the clause accordingly.</p>	Bidder to comply with RFP Terms
158	32	2	<p>In case of high deposit CRM, vendor /s have to unload the cash even more than once or so. The vendor /s shall put in place the mechanism to get the traps for cash balance in the CRM for timely unloading / loading of cash. Proper Admin transaction (as per CCSL's guidelines) should be done at each site at the time of EOD activity.</p>	<p>This is additional effort, request bank to help with additional compensation</p>	<p>For any additional Cash loading / unloading activity, commercial can be agreed on Prorata basis i.e L1 price / 25 loading.</p>
159	32	3	<p>Monitoring of cash in CRMs and optimization of idle cash holding so that at no time cash in CRs exceeds two times the average / peak cash deposited per day for most of the CRs (more than 90% of CRs) based on previous three months' cash deposit record / dispensing except for festival seasons or strike or extended holidays when it can go up to three times. The optimization</p>	<p>Bidder would need feed file in bidder's format to manage recyclers. Non-working days or bank holiday, there would be an exception.</p>	Bidder to comply with RFP Terms

160	33	Part A. Ann.1) 2) 5.	Offloaded cash from CRM has to be deposited with respective nodal branch / Base Branch on the same day in Non vaulting location. For vaulting location, offloaded cash from CRM has to be deposited on the same day or T+1 Working day. Interest at the rate of 15% (per annum) on the amount not deposited with nodal branch for delayed time period will be recovered from the Bidder.	Penalty amount is too high, we request bank to put a penalty of Rs 500 and not to link it with the interest rate.	Bidder to comply with RFP Terms
161	33	Part A. Ann.1) 2) 9.	In case any counterfeit note is found during verification /counting by Bank /CCSL officials, details will be noted in the cash delivery slip and the number of the note will be tallied with details in EJ on T+1 day or when submitted. In case it is found not tallying with the details, vendor will be responsible to make good the amount equivalent to the value of the note immediately.	Request bank to review it, as difficult to track end customer who is depositing counterfeit currency.	Bidder to comply with RFP Terms
162	41	Part A. Ann.1) 11)	CLEAN NOTE POLICY Bank has adopted clean note policy as per RBI directives i.e. the note packets are not stapled or stitched and instead sorted and banded horizontally. As such while receiving the cash the Successful BIDDER would count the currency notes and ensure that there is no fake currency note in the packet in the Bank's premises itself. Bank will not provide any infrastructure in the Banks Premises to check fake currency. BIDDER should ensure correctness, genuineness of the cash and shall take the ATM / CRM fit currency notes to its possession. Once the note packets are taken out of Bank's premises the BIDDER would be responsible for shortage and fake currency if any, noticed subsequently. In case counterfeit currency is dispensed from CRM, the responsibility will be of the vendor and penalty of Rs 10,000/- per instance would be levied.	Request bank to provide ATM fit currency &/or sorting machine and space in bank premises. Cash issuance should be a day advance, as counting and replenishment on same day would be difficult to manage.	Bank will provide ATM Fit currency but it is the responsibility of the MSP / CRA to ensure the same.
163	24	33. Technical Evaluation Criteria	Two way integration for feeds/tickets with Switch – Provide details	Need clarity/expectation on Two way integration for feeds/tickets with Switch. Currently, Bidder receives the messages from Switch and creates a tickets in monitoring tool (Gasper), however Bidder system doesn't send any feed back to Switch.	Refer Corrigendum

164	26	36. Machine downtime Calculation	CCSL will refer to Banks Switch Data / Reports which will be used for calculation of various operational aspects/ parameters including down Time of the Machine.	Is there any monitoring tool used by Bank? If yes, we need a demo & logics followed for downtime calculation & event capturing in the tool. Bidder can be responsible for the downtime tickets only if the Switch sends the feed to Bidder monitoring tool	Bank Switch feed will be provided to the MSP
165	26	38. Penalty for Cash Out	<p>a. To align this with ADMIN balance, cases of ADMIN balance less than Rs.25,000/- out of above will also be considered as 'Cash Out' for the purpose of penalty.</p> <p>b. If switch receives 'Currency Out' message in respect of all configured / present cassettes in the Machine, irrespective of Switch / Admin balance, it will be treated as Cash Out situation.</p> <p>c. And even if Switch / Admin balance is available in any of the Machine but physically cash is not available in the Machine, it will also be treated as Cash Out situation and will attract penalty.</p>	<p>Bidder have below queries-</p> <p>a. will there be an exemption if the Admin is not updated due to admin card/technical issues, where ATM has sufficient cash and dispensing to card holders?</p> <p>b. will there be an exemption, in case if the cassettes faulty/soiled cash loaded where cassette error generated due to pick failure</p> <p>c. what if the cash was removed due to technical reasons as per Bank/internal instructions where admin counters couldnt be made zero</p> <p>d. Also in case of Cash recyclers, if there is no loading applicable and at the time cash evacuation machine will remain empty. will this be excluded from Cash out scenario</p>	Bidder to comply with RFP Terms.
166	27	40. Other Penalties	Images: Flat Rs.10,000/- shall be charged if the vendor fails to provide any DVR Video / Image asked for by CCSL within 6 months of the transaction / incident	We request bank to confirm whether all the ATMs/CRM have capacity to store the images for 180 days. As this is part of the banks ATMs/CRMs OEM contracts, we request bank to remove this penalty from this contract.	Bidder to comply with RFP Terms.
167	28	40. Other Penalties	Short/Excess Cash	How and when short cash will be calculated? If the Reconciliation is done by Bank, what would be the process of reporting short/excess cash and response matrix	Any Short and Excess cash in the ATM / CRMs to be reported on daily basis in all the MIS Reports and by email to CCSL / Bank (ATM / CRM ID Wise)
168	28	40. Other Penalties	Vault Combination Lock failure: In case of Vault combination (S&G Lock password) is not available, Lock not opening, Dependency on Master Key, Red key beyond 24 hours from Bidders Head quarters, Rs. 5,000/- penalty per ATM/ CRM per day will be levied. (Except OEM / Hard ware issues)	Bank need to consider and exempt the transit time for the Vault lock keys from Central location to the destination location. Also request bank to reduce the penalty to Rs 100 per ATM/CRM per day.	Bidder to comply with RFP Terms

169	29	41. Takeover of identified sites	Selected bidder /s will have to commence takeover of the existing ATMs from existing MS vendor / CRA within TWO weeks of issuance of Purchase / Appointment Order and shall complete the take-over of the entire fleet of ordered New CRMs as desired by CCSL within a maximum period of 4 (Four) weeks from the date of issuance of Purchase / Appointment Order.	4 weeks for entire fleet takeover will have to be deferred as it is difficult to achieve this timeline practically due to Field challenges, such as CIT identification, document processing etc.,. This would require minimum 90 days to complete the entire fleet take over. We request bank to increase the take over time for entire fleet to 90 days.	Bidder to comply with RFP Terms
170	30	PART A - ANNEXURE – 1: 1. Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	Loading and un-loading of cash in the ATMs / CRMs either by cassette swap method or add cash method, whichever CCSL/ Bank decides. The vendor /s shall put in place the mechanism to get the traps for Cash balance in the ATM/CRMs for timely Loading of cash. Proper Admin transaction (as per Banks guidelines) should be done at each site at the time of EOD activity. Currently No Cassette swap method is in vogue. It is kept open only for possible regulatory guidelines in future, if any.	If Cassette swap method requested by Bank at later stage, Bank will have to agree for the revision of the price for additional hardware and related services.	ok
171	30	PART A - ANNEXURE – 1: 1. Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	Monitoring of cash in ATM / CRM and CRA's Vault and optimization of idle cash holding so that at no time cash in ATM / CRMs and CRA's Vault exceeds two times the average / peak cash dispensed per day for most of the ATM / CRMs (more than 90% of ATM / CRM) based on previous three months' cash dispensing except for festival seasons, strikes or extended holidays when it can go up to three times to meet the situational requirements.	External customer deposits in CRMs and cash evacuated from CRMs and kept in vault for the submission to Bank to be exempted from the FOS/CER calculation	Bidder to comply with RFP Terms
172	31	PART A - ANNEXURE – 1: 1. Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	Real-time Alerts on low-cash (balance less than Rs. 1.00 lac) / cash-out position (Balance Less than Rs. 50,000/-) to CCSL in case of ATMs and CRMs.	In earlier clause, Cash out considered when balance less than 25,000. Bidder request bank to revisit this clause and change inline with above.	Refer Corrigendum
173	31	PART A - ANNEXURE – 1: 1. Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	Reconciliation and settlement report for replenished and idle cash should be provided on a daily basis.	Reconciliation is not listed under scope of MS bidder, is there a separate Recon team from the Bank who will get engaged for reconciliation activity? In case of Bank owns the Recon responsibility, this report wouldn't fall under MSP scope. Bidder need clarification and more clarity on this.	Bank is having centralized Recon Team and all the MIS Reports to be submitted to Bank as per Bank Format and requirement on daily basis.

174	31	PART A - ANNEXURE – 1: 1. Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	The vaults should be equipped with cash sorting machines. The Vendor /s have to ensure that the loaded notes in ATMs / CRMs are ATM fit currency.	Providing ATM Fit/Sorted currency to CITs would be the responsibility of Bank, is Bank expecting MSP/CRA to withdraw the cash and sort the currency before loading to the ATMs/CRMs, in such case Bank has to provide a cash in 48hrs advance to the CITs, so that the same can be sorted before dispatching the routes. Also, Bank to clarify the process for submitting the soiled/unfit currency notes to Bank post sorting	Bank will provide ATM Fit currency but it is the responsibility of the MSP / CRA to ensure the same.
175	31	PART A - ANNEXURE – 1: 1. Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	20. Vendor /s have to make good the losses arising due to wrong denomination loading e.g. losses due to loading of Rs.2000 currency notes in cassette meant for Rs.100 currency notes. These losses have to be made good immediately by the MSP.	Whether Bank will assist with the customer details and will help in recover the amount if the required EJ logs and analysis submitted to Bank. Please confirm	Bank will provide customer details and Bidder has to get the amount recovered
176	31	PART A - ANNEXURE – 1: 1. Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	22. Vendor to provide a solution to capture the machine counters automatically and the same will be shared with a centralized server. More details regarding the solution and requirement will be discussed with successful bidder/s.	Bidder need further clarity as it would be part of machine OEM software.	More details regarding this solution and requirement will be discussed with successful bidder/s.
177	32	PART A - ANNEXURE – 1: 1. Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	All statutory guidelines with regarding to cash replenishment (loading / unloading) should be followed by the vendor /s.	Does this covers MHA guidelines also, if MHA guidelines are also part of this, then there may be an impact in commercials. Bidder request bank to confirm on this.	MHA and Cassette swap in not in scope of this RFP.

178	33	2. Cash Services – Cash Recycler Machine (CRM)	5. The vendor /s will unload currency from CR and count it physically through note counting machine at the site only to check if physical cash tallies with the ADMIN balance. In the process, vendor will segregate notes into different denominations and make it ready for preparing packets of 100 notes each and deposit the unloaded cash to Bank. Offloaded cash from CRM has to be deposited with respective nodal branch / Base Branch on the same day in Non vaulting location. For vaulting location, offloaded cash from CRM has to be deposited on the same day or T+1 Working day. Interest at the rate of 15% (per annum) on the amount not deposited with nodal branch for delayed time period will be recovered from the Bidder.	CRAs will not carry the counting machine handy, need to get this agreed with the CITs for counting & bundling notes at the site. Also this is a time consuming process. In current scenario, CRAs will segregate the notes denomination wise and submit it to the Branches for counting and takes the deposit slip for the same. In Vaulting locations, cash will be put in the separate bags with seal for each machine, and seal will be opened under surveillance camera in vault and cash counted and updated in the C3R reports.	Refer Corrigendum
179	34	2. Cash Services – Cash Recycler Machine (CRM)	Please note that Cash Services for ATMs and Cash Recyclers will be required to be provided by two separate set of functionaries (Custodians) and would also be having a separate reporting stream.	CRAs will have same custodians only for servicing ATMs & Recyclers, hence need to know the purpose of having separate custodians for Recyclers, which accordingly to be taken up with CITs also as a requirement	Refer Corrigendum
180	35	3. First Line Maintenance (FLM) of Machines	Basic Preventive Maintenance once a month for ATMs and CRMs	Preventive maintenance falls under SLM scope which require OEM engineer to perform the same in ATMs & CRMs. Hence this need to be removed from this RFP.	Coordination with OEM and PM Schedule will be shared to the Successful Bidder by the OEM Vendor.
181	35	3. First Line Maintenance (FLM) of Machines	12. Rectification of site related problems (e.g. electrical problems, environmental conditions etc.)	This falls under site maintenance and repair sevices, is bank expects bidder to maintain the site conditions also. If yes, need to know the detailed scope for the same	Monitoring / Reporting of Electrical problems / environmental conditions / Air conditioners etc to be reported to CCSL / Bank officials.
182	36	Second Line Maintenance (SLM) for ATM / CRMs – Call Logging, coordination & Resolution	Vendor /s have to maintain the dynamic Admin Password for all the ATMs / CRMs for necessary security.	Admin password solution is owned by the OEMs and MSPs doesn't control or issue the Passwords to their engineers. Bidder request bank to revisit this clause.	Refer Corrigendum
183	36	4. Monitoring, Archival and Retrieval of Video / Images	Vendor /s have to ensure that DVR images are stored in ATM / CRM on first-in-first-out basis at least for (180 days) six months.	Due to the bandwidth constraint, it is difficult to pull the images to the central location. Hence, request bank to delete this clause.	Bidder to comply with RFP Terms

184	36	4. Monitoring, Archival and Retrieval of Video / Images	DVR images of Disputed / Sub-Judice cases have to be kept till the settlement of the case. Similarly, DVR images of Disputed / Sub-Judice cases will have to be obtained from existing MS vendor and be kept on record till settlement of the case.	We can pull the image and then hand it over to the banks team. From thereon, it should not be under Bidders responsibility. Hence, request bank to change the clause accordingly.	Refer Corrigendum
185	37	Pulling of Electronic Journals (EJs) and Archival	Though EJ Pulling is the sole responsibility of the successful bidder /s, in order to facilitate the operation, CCSL may eventually procure its own software for EJ Pulling and it will be obligatory on the bidder /s to use this software for EJ Pulling.	We request Bank to do thorough testing on all OEM makes machines models before implementing any software. Also if bank can takeover EJ pulling services and remove this scope from this contract as MSPs cannot be held responsible of ensuring the availability of third party EJs deployed under MSP base.	Refer Corrigendum
186	38	Incident Management with Online / Remote monitoring by CCSL	The successful bidder /s shall coordinate with the CR vendor / OEM for understanding and configuring relevant error codes in the monitoring tool so as to ensure that the correct ticket is generated and monitoring is done timely.	Error codes for monitoring has to be sourced by Bank through their Switch vendor as a feed message for monitoring.	Switch of the Bank shall provide feed details for monitoring to the service provider's server where the monitoring tool is hosted.
187	38	Incident Management with Online / Remote monitoring by CCSL	The successful bidder /s should provide the Remote Monitoring and Management of the Machines. This RMM Agent will help CCSL and the successful bidder /s for proactive Real Time Monitoring, Switch Independent Monitoring and XFS Monitoring.	We request bank to clarify whether monitoring to be done using online switch feed as that's the practice across all banks in India, as if we go with RMM based agent this will have bandwidth challenges. Hence request bank to remove the RMM based monitoring and change it to online switch feed based.	Online Switch based feed. Clause modified. Online Switch feed based. Clause modified - Refer corrigendum.
188	39	Incident Management with Online / Remote monitoring by CCSL	The bidder/s Incident Management System should have an interface and be compatible with our existing Base24 Switch.	Is Bank expecting to do the monitoring through RMM agent or through Switch interface, as monitoring can be done through one option only	Online Switch based feed. Clause modified. Online Switch feed based. Clause modified - Refer corrigendum.
189	39	Incident Management with Online / Remote monitoring by CCSL	7. The software tool used shall be capable of remote detection of events exceeding threshold and resolution/escalation of the same.	To enable this, agent based monitoring is required as in Host based monitoring such options are not available. Bidder request bank to revisit this clause.	Online Switch based feed. Clause modified. Online Switch feed based. Clause modified - Refer corrigendum.
190	35	Second Line Maintenance (SLM) for ATM / CRMs – Call Logging, coordination & Resolution	Installation of original (OEM make only) spare parts, wherever required, in co-ordination with the OEM Vendor, to take care of breakdowns and natural wear and tear or aging of ATM / CRM. If required, CCSL shall provide the Age, Model & Make of ATM / CRM.	Please clarify if MSP need to do follow up with OEMs for all the SLM calls.	Yes, MSP to do followup with OEMs for all the SLM Calls.

191	18	23	<p style="text-align: center;">23. Force Majeure</p> <p>The Successful bidder /s in further process, pursuant to this prequalification, shall not be liable for penalty / liquidated damages or termination for default if and to the extents that delay on its part in performance or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as War, Strike, Riot, Crime, or an Act of God/ Nature (such as Hurricane, Flooding, Earthquake, Volcanic Eruption, etc.)/ which prevents one or both parties from fulfilling their obligations under the contract.</p>	<p>Bidder request bank to also include Government action, pandemic / epidemics wording in this clause as highlighted below in red color.</p> <p>The Successful bidder /s in further process, pursuant to this prequalification, shall not be liable for penalty / liquidated damages or termination for default if and to the extents that delay on its part in performance or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as War, Strike, Riot, Crime, or an Act of God/ Nature (such as Hurricane, Flooding, Earthquake, Volcanic Eruption, etc.)/ Government action, pandemic / epidemics which prevents one or both parties from fulfilling their obligations under the contract.</p>	Bidder to comply with RFP Terms
192	18	23	<p>If a Force Majeure situation arises, the Successful Bidder /s shall promptly notify CCSL in writing of such condition and the cause thereof. Unless otherwise directed by CCSL in writing, the Successful Bidder /s shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event. (Non functioning/non-cooperation/nonperformance by any third party, appointed by the successful bidder towards fulfillment of their obligation would not construe as force majeure)</p>	<p>We request bank to include CIT strike to be treated as Force Majeure event.</p>	Bidder to comply with RFP Terms

193	20	24	<p style="text-align: center;">24. Indemnity</p> <p>1 The successful bidder shall indemnify CCSL, and shall always keep indemnified and hold CCSL, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against CCSL as a result of:</p> <p>a) CCSL's authorized / bona fide use of the Deliverables and /or the Services provided by successful bidder under this Agreement; and/or</p> <p>b) An act or omission of the successful bidder /s and/or its employees, agents, sub -contractors in performance of the obligations under this RFP and subsequent agreement ; and/or</p> <p>c) Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the successful bidder , against CCSL; and/or</p> <p>d) Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the successful bidder to its employees, its agents, contractors and sub- contractors.</p> <p>e) Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or</p>	<p>Following Indemnification provision is proposed by the Bidder.</p> <p>6.1 Definitions:</p> <p>6.1.1 "Claim" means a Third Party Claim and an IP Claim.</p> <p>6.1.2 "Third Party Claim" means a suit brought against the claiming party by a third party to the extent the suit alleges damages arising from (i) personal injury or death, or damage to tangible personal property caused by the defending party's negligence or willful misconduct; or (b) the intentional and unauthorized use or disclosure of Confidential Information caused by the defending party.</p> <p>6.1.3 "IP Claim" means a suit brought against you by a third party to the extent the suit alleges that your use of a Product infringes a patent, copyright, or other intellectual property right of the third party.</p> <p>6.2 Either party will: (a) at its expense defend the other against any Claim; and (b) indemnify the other by paying the damages, costs, and attorneys' fees with respect to the Claim that are either awarded against the claiming party in a final, non-appealable court judgment, or required to be paid by</p>	Bidder to comply with RFP Terms
184	20	26	<p style="text-align: center;">26. Arbitration</p> <p>In the event of a dispute or difference of any nature whatsoever between CCSL and the Bidder /s during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a sole Arbitrator appointed by CCSL and the award of the sole arbitrator shall be final and binding on the parties. Arbitration will be carried out at CCSL's office that placed the order. The provisions of Arbitration and Conciliation Act 1996 shall apply to the Arbitration proceeding. The language of arbitration shall be English.</p>	<p>In the event of a dispute or difference of any nature whatsoever between CCSL and the Bidder /s during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a sole Arbitrator appointed by jointly by CCSL and the Bidder and the award of the sole arbitrator shall be final and binding on the parties. Arbitration will be carried out at CCSL's office that placed the order. The provisions of Arbitration and Conciliation Act 1996 shall apply to the Arbitration proceeding. The language of arbitration shall be English.</p>	Bidder to comply with RFP Terms

195	20	27	<p>27. Cancellation of Contract and Compensation CCSL reserves the right to cancel the contract of the selected Bidder /s and recover expenditure incurred by CCSL on the following circumstances:</p> <ol style="list-style-type: none"> 1. The selected Bidder /s commit a breach of any of the terms and conditions of the bid / contract. 2. The selected Bidder /s go into liquidation voluntarily or otherwise. 3. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid. 4. The progress regarding execution of the contract, made by the selected Bidder /s is found to be unsatisfactory. 5. If deductions on account of Penalty exceeds more than 30% of the total contract price. 6. CCSL reserves its right to cancel the order in the event of delay in / on call maintenance/ incident occurrence related maintenance of equipment and related service and charge penalty for the delay. <p>After the award of the contract, if the selected Bidder /s do not perform satisfactorily or delays execution of the contract, or delays in installation / commissioning/ replacement/ preventive maintenance/ on call maintenance/ incident occurrence related maintenance of equipment and related services, CCSL</p>	<p>It is Proposed that the Bank should provide a cure period of 30 days to the Bidder to remedy the breach or deficiency prior to terminating or cancelling the order</p>	<p style="text-align: center;">Refer Corrigendum</p>
196	22	31	<p>31. Limitation of Liability The Successful bidder /s aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.</p> <p>Bidder /s liability in case of claims against CCSL resulting from Willful Misconduct or Gross Negligence of the Successful bidder /s, its employees and Sub-contractors or from infringement of Patents, Trademarks, Copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. CCSL shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by the Successful bidder /s as part of this Agreement.</p> <p>Under no circumstances CCSL shall be liable to the successful bidder for direct, indirect, incidental, consequential, special or exemplary damages arising</p>	<p>Bidder request to proposed below for this clause -</p> <p>LIABILITY CAP. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY AMOUNT GREATER THAN THE CUMULATIVE FEES, AND CHARGES CHARGED BY BIDDER DURING THE PRECEDING 12 MONTHS FOR THE SERVICES GIVING RISE TO THE LIABILITY.</p>	<p style="text-align: center;">Bidder to comply with RFP Terms</p>

197	22		<p style="text-align: center;">Set-Off</p> <p>Without prejudice to other rights and remedies available to CCSL, CCSL shall be entitled to set-off or adjust any amounts due to CCSL from bidder /s against payments due and payable by CCSL to bidder /s for the services rendered.</p>	Bidder request to delete the section.	Bidder to comply with RFP Terms
198	17		<p style="text-align: center;">Substitution of Project Team Members</p> <p>During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder /s can do so only with the concurrence of CCSL by providing other staff of same level of qualifications and expertise. If CCSL is not satisfied with the substitution, CCSL reserves the right to terminate the contract and recover whatever payments made by CCSL to the Bidder /s during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. However, CCSL reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by CCSL) during the course of assignment.</p>	The services are provided on a shared basis and hence, Bidder request to delete this section.	Bidder to comply with RFP Terms
199	18	22	<p style="text-align: center;">22. Penalty and Liquidated Damages</p> <p>If the selected Bidder /s fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, CCSL reserves the right either to cancel the contract or to accept performance already made by the Bidder /s. CCSL reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for nonperformance.</p>	The liquidated damages should be applicable only in case of failure of the Bidder to take over the sites as per the timelines agreed with the Bank or any extended period agreed with the Bank. The Bank should consider reasonable amount as liquidated damages to enable the Bidder to provide a competitive price.	Bidder to comply with RFP Terms
200	29	42	<p>Overall penalty calculated above, shall be restricted to 20 % amount of total monthly payment due to the Bidder under the umbrella of Managed Services. However, any penalty imposed by RBI / Ombudsman / Other CCSL / Any other Government Authority / Office on Customer complaints due to ATM operation will be recovered from the Bidder over and above the penalty imposed by CCSL Rewards</p>	<p>The clause should state the highlighted part as " due to ATM operation" caused by bidder (MSP) will be recovered from the bidder</p> <p>Also, the penalty cap of 20% of total monthly payment is quiet significant and hence request CCSL to make it 10% for the respective service.</p>	Bidder to comply with RFP Terms
201	27	40.1	40	Consumable penalty is very high & calculated for each incident.	Bidder to comply with RFP Terms

202	27	40.3	40	DVR image penalty is very high 10K and also duration of 6 months is high. Normally 90 days images only will be available.	Refer Corrigendum
203	27	40.5	40	Penalty of Rs 10,000 is High for not providing EJ within 3 working days. Request bank to reduce same	Bidder to comply with RFP Terms
204	28	40.10	40	Vault lock failure. Key arrangement will take minimum 5-6 working days to reach destination. Not possible to arrange within 24 Hrs	Bidder to comply with RFP Terms
205	28	40.11	40	Cash out penalty is very high. penalty at the rate of Rs.5,000 per Machine per incidence per day will be charged.	Bidder to comply with RFP Terms
206	31	23		MSP can bear the S&G Lock cost only due to CRA mistake. As per RFP Vendor has to bear the cost of replacement of S&G lock, if any damage/malfunction happening during the tenure of the contract.	Bidder to comply with RFP Terms
207	9 & 10	Section A Introduction 5.3	The tenure of contract shall be initially for a period of 3 Years and the tenure of contract can be extendable on same terms and conditions for a further period of 2 years at CCSLs discretion.	Bidder requests Bank to modify this clause as "the tenure of contract can be extendable on mutually agreed terms and conditions for a further period of 2 years."	Bidder to comply with RFP Terms

208	12	6	<p>CCSL at its discretion may re-allot, interchange or withdraw the Cash Management and Allied Services and maintenance of ATMs & Cash Recyclers work from assigned Circles or geography to the successful bidders during the currency of the contract, in view of the business requirements or if the performance of the bidder is not as per SLAs defined or the concerned bidder's infrastructure is not supportive in any particular geography. CCSL shall not pay any amount for takeover / migration of the sites or any resultant expenses. All costs related to such takeover / migration shall be borne by the bidder in such eventualities.</p> <p>Further CCSL shall have the full discretion to avail any of the services enlisted in the scope of work. CCSL, at its sole discretion, at any point of time, may avail or discontinue any of the services or increase / decrease the numbers of the sites / Machines during the period of contract by giving 1 month prior intimation to the bidder/s. In another words, CCSL will not be obliged to accept all the works from the bidders for all the sites.</p>	<p>Business Team to review this clause and provide their inputs</p> <p>Bidder requests Bank to delete the term "in view of the business requirements". Bidder would like to clarify CCSL shall bear the resultant expenses for takeover/migration in the event of re-allot, interchange or withdraw due to its business requirements and bidder is not liable for such expenses and shall not borne such costs. Bank shall not increase/decrease the sites by giving 1 month notice, Bidder requests for 3 months period for any such change in scope of services agreed under the contract.</p>	Bidder to comply with RFP Terms
209	14	10	<p>10. Registration of RFP Submission Upon receipt of a submission, CCSL shall register the response. Incomplete or partial or faulty Submissions shall be rejected forthwith.</p> <p>All submissions, including any accompanying documents, shall become the property of CCSL. Hence, submission of response to the RFP shall be deemed as respondents' license, and grant all rights to CCSL to reproduce the whole or any portion of their submission for the purpose of evaluation, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.</p>	<p>BIDDER would like to clarify that the proposal as submitted by BIDDER be treated as confidential and Bank's right to reproduce would be restricted only for evaluation purpose within Bank but BIDDER would remain as the owner for all purposes as the contents are proprietary to the BIDDER.</p>	Bidder to comply of RFP Terms

210	15	12	<p>CCSL is not bound to reply to queries not pertaining to this RFP. Replies shall be at CCSL's discretion. CCSL's replies shall be final and acceptable to all bidders.</p>	<p>BIDDER would wish to clarify that if BIDDER is selected as a successful bidder, then the proposed terms and conditions of the formal contract will be subject to views and comments placed herein and as acceptable to the parties and particularly standard legal clauses have to be mutually negotiated and included in the final binding contract, considering the mutual interests of the parties</p>	<p>Bidder to comply with RFP Terms</p>
211	17	19	<p>19. Execution of SLA Agreement The successful Bidder will execute Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein in the Scope of Work and as may be prescribed by CCSL; The successful Bidder /s will execute the SLA within one month from the date of acceptance of Letter of Appointment / Purchase Order. Agreement between CCSL & the successful bidders has to be signed within one month from the date of acceptance of Letter of Appointment / Purchase Order for ensuring smooth MS operations. The applicable Stamp duty for execution of the contract is to be paid by the successful bidder / vendor only.</p>	<p>Bidder requests Bank to delete the term "as may be prescribed by CCSL" as Bidder will be able to provide services as specified in scope of work of this RFP or on mutually agreed terms between the parties. Bidder would like to discuss on the timeline to execute the SLA as one month timeline is too short period that all costs, stamp duty and registration expenses in connection with the execution of Agreement shall be borne equally by the Parties, hence to modify the clause accordingly.</p>	<p>Bidder to comply with RFP Terms</p>

212	17 32 35	19 Annexure 1	<p style="text-align: center;">Adherence to Standards</p> <p>The Bidder /s should adhere to laws of the land and rules, regulations and guidelines prescribed by various Regulatory, Statutory and Government authorities.</p> <p style="text-align: center;">Note:</p> <p>All statutory guidelines with regarding to cash replenishment (loading / unloading) should be followed by the vendor /s.</p> <p style="text-align: center;">Note:</p> <p>All statutory guidelines with regarding to cash replenishment (loading / unloading / Sorting / Processing) should be followed by the vendor /s. In case of Forged Currency Note or shortage of cash, the Bidder /s have to indemnify CCSL unconditionally and immediately.</p>	<p>Bidder would like this clause to be negotiated during contract award stage. Bidder shall, in its capacity as a service provider, comply with all existing regulatory/statutory guidelines/rules/laws as on date of submission of the bid, for delivery of services. Future regulatory or statutory guidelines shall be implemented by the bidder, upon payment of additional cost by the Bank. The bidder is not in a position to foresee the regulatory changes that may come in effect during the tenure of the contract and the cost cannot be factored at the bidding stage.</p>	Bidder to comply with RFP Terms
213	17	19	<p style="text-align: center;">Audit</p> <p>CCSL or other Regulatory authorities reserves the right to conduct an audit / ongoing audit of the services provided by the Bidder /s.</p>	<p>BIDDER requests that any auditing or visit to BIDDER premises will comply with reasonable security and confidentiality guidelines of BIDDER.</p>	Bidder to comply with RFP Terms
214	18	20	<p>20. Single Point of Contact & Direct Support</p> <p>CCSL intends that the vendor shall have Single Point of Contact (SPOC) for fulfilling all obligations and providing all deliverables and services required for successful implementation and smooth running of this project. The vendor may appoint / procure services of third party suppliers, to perform part of the obligations contained under this RFP, wherever the bidder does not have its own resources/expertise. However, list of every such third party vendor/ service provider appointed/hired by the bidder, including any mid-course change/ replacement / substitution should be submitted to CCSL along-with all the relevant papers. CCSL may, at its discretion for convenience, enter into arrangements, including tripartite agreements, with such third party if required.</p>	<p>Business Team to review and provide their inputs</p>	Bidder to comply with RFP Terms

215	18	21	<p style="text-align: center;">Assignment</p> <p>Neither the contract nor any rights granted under the contract, obtained pursuant to this prequalification may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Bidder /s, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of CCSL.</p>	<p>Bidder requests Bank that Bank shall not unreasonably refuse/deny its consent with respect to assignment, outsourcing or subcontracting to any third party its duties and obligations under this contract</p>	<p>As per RFP Terms with prior advance written consent of CCSL to be obtained.</p>
	21	28	<p style="text-align: center;">28. Subcontracting</p> <p>The Bidder /s shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the Bidder /s under the contract without the prior written consent of CCSL.</p>		
216	19	23	<p>Force Majeure</p>	<p>Bidder requests Bank to include Act of Government, epidemic and pandemic under Force Majeure definition</p>	<p>Bidder to comply with RFP Terms</p>
217	19	24	<p>Indemnity</p>	<p>Bidder would like to discuss with Bank on the indemnity clause at the award stage.</p> <p>Bidder would like to provide indemnity to Bank for breach of confidentiality, IP infringement, gross negligence and wilful misconduct.</p>	<p>Bidder to comply with RFP Terms</p>
218	20	26	<p style="text-align: center;">Arbitration</p> <p>In the event of a dispute or difference of any nature whatsoever between CCSL and the Bidder /s during the course of the assignment arising as a result of this proposal, the same will be settled through the process of arbitration conducted by a sole Arbitrator appointed by CCSL and the award of the sole arbitrator shall be final and binding on the parties.</p> <p>Arbitration will be carried out at CCSL's office that placed the order</p>	<p>Bidder requests modification of the clause as "Sole Arbitrator appointed by both parties and if consensus not able to be arrived by parties in this regard, each party shall appoint an arbitrator and the third arbitrator be appointed by the two arbitrators appointed by the parties"</p>	<p>Bidder to comply with RFP Terms</p>

219	20	27	<p>27. Cancellation of Contract and Compensation CCSL reserves the right to cancel the contract of the selected Bidder /s and recover expenditure incurred by CCSL on the following circumstances: 1. The selected Bidder /s commit a breach of any of the terms and conditions of the bid / contract.</p> <p>After the award of the contract, if the selected Bidder /s do not perform satisfactorily or delays execution of the contract, or delays in installation / commissioning/ replacement/ preventive maintenance/ on call maintenance/ incident occurrence related maintenance of equipment and related services, CCSL reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder /s is bound to make good the additional expenditure, which CCSL may have to incur to carry out bidding process for the execution of the balance of the contract.</p>	<p>Bidder requests Bank to modify the term as "commit any material breach of any of the terms"</p> <p>BIDDER requests that the costs of such procurement of third party services vests with the Bank as opposed to BIDDER.</p>	Bidder to comply with RFP Terms
220	21	29	<p>Confidentiality: The Successful Bidder /s, its employees and agents shall not, without prior written consent from CCSL, make use of any document or information given by CCSL or its Authorized personnel, except for purposes of performing the contract awarded. In case of breach, CCSL shall take such legal action as it may be advised. The Bidder /s have to maintain confidentiality even after completion / termination of the contract.</p>	<p>Bidder requests Bank to modify this clause mutual and any use of document or information and confidentiality obligation be mutual for both parties. Bidder requests the survival of this obligation post termination of contract be for a fixed term instead of being perpetual.</p>	Bidder to comply with RFP Terms

221	22	31	<p>31. Limitation of Liability</p> <p>The Successful bidder /s aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual.</p> <p>Bidder /s liability in case of claims against CCSL resulting from Willful Misconduct or Gross Negligence of the Successful bidder /s, its employees and Sub-contractors or from infringement of Patents, Trademarks, Copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.</p> <p>CCSL shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by the Successful bidder /s as part of this Agreement.</p> <p>Under no circumstances CCSL shall be liable to the successful bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this RFP , even if CCSL has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.</p>	<p>Bidder would like to negotiate with bank at the award stage on the aggregate liability in connection wth obligaitons undertaken under this project. Indirect, incidental, consequential, special or exemplary damages to be excluded from liabilities for both the parties and request BAnk to make necessary modification in the clause.</p>	<p>Bidder to comply with RFP Terms</p>
222		Annexure 6	NDA		
223	87	Appendix E Pre contract integrity pact	Fall Clause	<p>Request Bank to delete this clause, as the price arrived for each project is based on the scope, location, size and nature of the projects.</p>	<p>Refer Corrigendum</p>
224				<p>would wish to clarify that if it is selected as a successful bidder, then the proposed terms and conditions of the formal contract will be subject to views and comments as acceptable to the parties.</p> <p>☐</p>	<p>CCSL view will be final</p>

225				BIDDER would like to clarify that the proposal as submitted by BIDDER be treated as confidential and Bank's right to reproduce would be restricted only for evaluation purpose within Bank but BIDDER would remain as the owner for all purposes as the contents are proprietary to the BIDDER.	CCSL view will be final
226		General	Extension	Request bank to extend submission date to 3 weeks from reply to prebid queries	Bidder to comply with RFP Terms
227		General	MHA and CS guidelines	Please clarify our understanding that MHA and Cassette swap in not in scope of this RFP.	MHA and Cassette swap in not in scope of this RFP.
228	16	15. Performance Bank Guarantee	Successful Bidder /s will also have to furnish a Performance Bank Guarantee of 10% of the total contract value issued by any reputed Scheduled Commercial Bank in India (other than Canara Bank) in favour of M/s Canbank Computer Services Limited, Bangalore.	According to ministry of finance office memorandum related to performance security , performance security for government contracts has been reduced to 3 % of contract value. Bidder request M/s CCSL to reduce the performance security on the same line.	Bidder to comply with RFP Terms
229	21	27. Cancellation of contract and compensation	3. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.	Request M/s CCSL to clarify more on the said clause	Bidder to comply with RFP Terms
230	22	30. Normalization of Bids	CCSL will go through a process of evaluation and normalization of the bids to the extent possible and feasible to ensure that vendors are more or less on the same ground of evaluation.	Request M/s CCSL to give more details about normalization of bids, on what parameters and how it will be carried out?	Refer Corrigendum
231	26	39. Penalty for cash efficiency ratio	The bidder /s have to ensure Average Cash Efficiency Ratio of minimum 70% per month and in case of failure to maintain the same, a penalty of 0.2% per month of cash surplus will be applicable and will be deducted from monthly payment	Bidder requests to remove the clause for penalty for cash efficiency ratio	Bidder to comply with RFP Terms
232	27	40. Other Penalties	Consumables - Rs.1000 will be charged for each incident of consumable not available within 3 hours for a Metro / Urban site and within 6 hours for a Semi-urban / Rural site (If a complaint received from a customer or Bank / CCSL official)	Bidder requests to reduce the penalty from Rs. 1000 to Rs 500 for each incident	Bidder to comply with RFP Terms

233	27	40. Other Penalties	<p>Delay in FLM Calls beyond TAT -</p> <p>1. Metro and Urban – Beyond 2 Hours of delay in attending FLM Calls which included Dispenser Calls, Card Reader issue, Machine Resetting / Restarting, Cash Jam, Consumables replenishment, etc. Rs. 300/- per FLM per hour will be levied.</p> <p>2. Semi Urban & Rural - Beyond 4 Hours of delay in attending FLM Calls which included Dispenser Calls, Card Reader issue, Machine Resetting / Restarting, Cash Jam, Consumables replenishment, etc. Rs. 300/- per FLM per hour will be levied.</p>	Bidder requests to amend this penalty value from Rs 300 per FLM per hour to flat Rs 300 per incident as per industry standard	Bidder to comply with RFP Terms
234	27	40. Other Penalties	<p>Images :</p> <p>Flat Rs.10,000/- shall be charged if the vendor fails to provide any DVR Video / Image asked for by CCSL within 6 months of the transaction / incident.</p>	Bidder requests to reduce the penalty from Rs. 10,000 to Rs 2,000 if the vendor fails to provide any DVR Video / Image asked for by CCSL within 6 months of the transaction / incident.	Refer Corrigendum
235	27	40. Other Penalties	<p>Cash Loading /EOD of ATMs / Cash vaulting without CCSL permission:</p> <p>Rs.1000 per day per ATM /CRM for the 1st day (Cash loading / EOD day), after failing from 2nd day onwards, Rs.2,000/- per day per ATM / CRM.</p>	Bidder requests to amend this penalty value from Rs 1000 per day per ATM /CRM for the 1st day (Cash loading / EOD day) to Rs 200 and after failing from 2nd day onwards, Rs.2,000/- per day per ATM / CRM to Rs 500 Per day as per industry standard	Bidder to comply with RFP Terms
236	27	40. Other Penalties	<p>EJ / JP (ATM/ CRM):</p> <p>Flat Rs.10,000/- shall also be charged if the Vendor fails to provide EJ or JP of any ATM / CRM within 3 working days from the date of Transaction.</p>	Bidder requests to reduce the penalty from Rs 10,000/- to Rs 2,000/- if the Vendor fails to provide EJ or JP of any ATM / CRM within 3 working days from the date of Transaction.	Bidder to comply with RFP Terms
237	28	40. Other Penalties	<p>C3R</p> <p>a) If vendor fails to provide C3R/CBR in T+1 day, per day penalty @ 0.01 % of un-reconciled amount will be imposed</p> <p>b) Vendor shall be charged flat Rs. 2,000/- per C3R/CBR per day over and above per day penalty @ 0.01 % of unreconciled amount for submission of incomplete/ in-correct C3R/CBR. Any C3R/CBR submitted without machine counters will also be treated as in-complete.</p>	Bidder requests bank to reduce the penalty from Rs 2000/- per day to Rs 500 / - per day if bidder fails to provide CBR in T+1 day also bidder requests to remove penalty of unreconciled amount	Bidder to comply with RFP Terms

238	28	40. Other Penalties	<p>Non Performance of Admin activity:</p> <p>If the MSP / CRA fails to perform admin activity or perform incorrect admin activity like incomplete admin activity/non-updation of Switch/Machine counters etc. at the time of offloading/loading the cash from/in ATMs / CRMs, penalty @ Rs. 5,000/- per incident will be imposed.</p> <p>Short Cash: Vendor shall be charged flat Rs. 5,000/- per incident per day per ATM / CRM, for not depositing of shortage of cash in addition to the amount of shortage and applicable interest.</p> <p>Excess Cash: Vendor shall be charged flat Rs. 5,000/- per incident per day per day per ATM / CRM for not reporting, depositing of any excess cash found in the ATM / CRM.</p> <p>Vault Combination Lock failure: In case of Vault combination (S&G Lock password) is not available, Lock not opening, Dependency on Master Key, Red key beyond 24 hours from Bidders Head quarters, Rs. 5,000/- penalty per ATM/ CRM per day will be levied. (Except OEM / Hard ware issues)</p>	<p>Bidder requests bank to reduce the penalty of following:</p> <p>Non Performance of admin activity: Reduction of penalty from Rs 5000 /- per incident to Rs 500/- per incident</p> <p>Short cash : Reduction of penalty from Rs 5000 /- per incident to Rs 500/- per incident</p> <p>Excess cash : Reduction of penalty from Rs 5000 /- per incident to Rs 500/- per incident</p> <p>Vault combination: Reduction of penalty from Rs 5000 /- per incident to Rs 500/- per incident</p> <p>Cash out in ATMs/ CRMs: Reduction of penalty from Rs 5000 /- per incident to Rs 500/- per incident</p>	Bidder to comply with RFP Terms
239	29	42 . Limitation of Penalty	Overall penalty calculated above, shall be restricted to 20 % amount of total monthly payment due to the Bidder under the umbrella of Managed Services.	Bidder requests to cap the maximum penalty to 10% of amount of total monthly payment which is as per industry standard	Bidder to comply with RFP Terms
240	74	Part C - Annexure 23 - bill of Material	Price bid format & TCO	Bidder requests to change the format of price bid for arriving at TCO from per ATM per month(A) + per CRM per month(B) to total ATM per month (A) + total CRM per month(B) as the qty of ATM and CRM is not equal	Bidder to comply with RFP Terms
241	25	35. Payment Terms	45 Days from the date of Invoice.	Bidder request bank to pay payment within 30 Days from the date of Invoice received	Bidder to comply with RFP Terms

242	30	1. Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	<p>Loading and un-loading of cash in the ATMs / CRMs either by cassette swap method or add cash method, whichever CCSL/ Bank decides. The vendor /s shall put in place the mechanism to get the traps for Cash balance in the ATM/CRMs for timely Loading of cash. Proper Admin transaction (as per Banks guidelines) should be done at each site at the time of EOD activity. Currently No Cassette swap method is in vogue. It is kept open only for possible regulatory guidelines in future, if any.</p>	<p>Bidder request Bank to split commercial template by Cassette swap method or Add cash method. Once Cassette swap method will implemented the commercials will accordingly charged to Bank.</p>	<p>Bidder to comply with RFP Terms</p>
243	11	6 Project details	<p>Presently, Bank has engaged CCSL as one of the vendor to manage its 270 Off-Site ATMs on CAPEX Model across Pan India, 15 Off-Site ATMs in Bangalore Metro Circle on OPEX Model (Transaction Based) and 750 Cash Recyclers to be deployed at various Onsite Branches of Bank on transaction based (OPEX) model.</p>	<p>Request bank to clarify that Opex model machines will be managed by vendor for cash and Monitoring. How is bank proposing to outsource these machines and are these machines existng machines of banks</p>	<p>Bidder to comply with RFP Terms</p>
244	26	38. Penalty for Cash Out	<p>CCSL has defined Cash Out as non-availability of cash in ATM / CRM for dispensation. To align this with ADMIN balance, cases of ADMIN balance less than Rs.25,000/- out of above will also be considered as 'Cash Out' for the purpose of penalty. If switch receives 'Currency Out' message in respect of all configured / present cassettes in the Machine, irrespective of Switch / Admin balance, it will be treated as Cash Out situation. And even if Switch / Admin balance is available in any of the Machine but physically cash is not available in the Machine, it will also be treated as Cash Out situation and will attract penalty.</p>	<p>Please confirm that cash out is considered as low cash for combination of all cassettes and not individual cassette</p>	<p>Bidder to comply with RFP Terms</p>
245	38	6	<p>Ensure end user Uptime of 99.5% (except Planned Down time for Cash loading/offloading) of Machines during the month.</p>	<p>Please confirm that this uptime is required post exclusiions of OEM and other vender dependent exclusions</p>	<p>Bidder to comply with RFP Terms</p>
246	38	11	<p>11. The Bidder/s has to ensure that all software patches and agents have been installed for activities like EJ pulling, hardware monitoring etc.</p>	<p>IT is understood that hardware monitoring is switch feed based and not agent based. Please confirm</p>	<p>Refer Corrigendum</p>
247	38	12	<p>12. The successful bidder /s have to actively co-ordinate with the OEM / vendor of ATMs /CRMs for timely and promptly dispatch for SLM calls. Any delay in dispatching calls shall entail penalty.</p>	<p>Please clarify that our understanding here that Vendor has to manage machine SLM SLA on behalf of CCSL. SLM cost will be directly taken up by ccsL and vendor will manage contract SLA on behalf of CCSL</p>	<p>MS Vendor has to actively co-ordinate with all the OEM / vendor of ATMs /CRMs for timely and promptly dispatch of SLM calls.</p>

248	40	11. Audit and Inspection point 1	Cos tof Audit to be bourn by bidder	Request CCSL to let us know what is frequency of audit	Once in a Quarter
249	41	CUSTOMISATION	<p>i. The development of the interface between Bank's Switch and monitoring tool of the services provider (both at Switch and monitoring tool end).</p> <p>ii. Customizations of the CRM switch software and CRM software to handle biometric transactions on CRM.</p> <p>iii. If any processes at BIDDER's end needs to be changed, upgraded, re-designed, the same has to be done at no additional cost to the Bank/CCSL.</p> <p>iv. If any new customization at Bank's switch, BIDDER has to bear the cost of any such customization like any new procedures, formats, Reports etc.,</p>	Request you to help us with efforts requirement at switch end for integration with Monitoring software. Also from switch end one cannot estimate efforts and hence said cost for same cannot be taken up by bidder	Refer Corrigendum
250	41	ON SITE SUPPORT	ON SITE SUPPORT	Please clarify that single onsite resource is required for single shift or for 3*8 hrs shifts	Single Shift of 8 hours
251	43	PART A - Annexure-3	If our offer is accepted, we undertake to complete the takeover of all the ATMs and CRMs within 2 weeks from the date of receipt of the Purchase Order and complete all the works specified in the Scope of Work at CCSL branch/office within 2 weeks for each ordered locations.	Request bank to change same to 4 weeks from date of PO with proper handover and takeover signoff	Bidder to comply with RFP Terms
252	46	PART A - Annexure-4;point 3	The Bidder should have 24x7 Machine support center in India with help line number and Managed Services infrastructure pan-India in all the 24 Circles as per Annexure-5 including all the State Capitals in India as mentioned in the list to provide 24x7 support. Bidder should be able to provide support to CCSL's Machines at all the locations within India.	Request bank to remove office address from each state capitals as vendors only tend to have representatives	Bidder to submit details of all their Head Office, Corporate office and all support centre address and details.
253	46	PART A - Annexure-4;point 2	The Bidder should have managed at least 1,000 Machines (ATM/CRM/BNA) in India under end to end Managed Services contract (for entire scope of work for Machines as contained in this RFP) as on the date of RFP for all BANKs put together. (Cleint wise ATMs/CRMs and BNA/CRs details should be submitted separately) Copy of Purchase Order and Credential Letter from Banks signed by their Executives required to be furnished on Banks letter head with Seal and Signature.	Request bank to change evidenc clause as "Copy of Purchase Order or Credential Letter from Banks signed by their Executives required to be furnished on Banks letter head with Seal and Signature".	Bidder to comply with RFP Terms

254	46	PART A - Annexure-4;point 4	The Bidder should be a registered company in India and should have minimum turnover of Rs.100 Crore for each of the previous 3 years as per the Audited Financial Statements.i.e 2017-2018, 2018-19 & 2019-20 Copy of Financial Statements (Balance Sheet & Profit & Loss statement) for the FY 2017-18, 2018-19 and 2019-20 along with complete Auditor's Certificate.	Request bank to consider unaudited balance sheet for 2019-20 as same will only be ready at the end of December	Refer Corrigendum
255	62	Annexure - 17	Point 7,8,9,10,11,12 asking revenue from ATM MS and CRM MS.	Request bank to consider turnover from ATM and CRMs as single total and not as separate as billing is done on overall project and not ATM and CRM seperately	Can be considered as a total revenue.
256	65	PART B - Annexure 18 point 25	25 Remote Diagnostics client tested for which makes of ATMs / CRMs	Request bank to remove this requirement	Refer Corrigendum
257	16	15	PBG – 10% of the total contract value	There is a recent notification issued by Govt of India to reduce Performance Security from existing 5-10 % to 3 % of the value of the contract for all existing contracts as per Rule 171 of General Financial Rules (GFRs) 2017. Notification is attached for you reference. Hence PBG -10% may be reduced to 3%	Bidder to comply with RFP Terms
258	16	15	Performance Bank Guarantee has to remain during the Constricted Period and also valid up to 12 months after the expiry of the contract period.	1. Banks are not willing to issue BG beyond Contract period since vendors obligations are only till the contract period. Hence request PBG validity should be restricted to contract validity period. 2. Request you ,Contractors should be allowed to submit the PBG valid for initial period of 1 year with yearly roll over (renewal) basis till the validity of contract period.	Refer Corrigendum
259	22	31	Set-Off Without prejudice to other rights and remedies available to CCSL, CCSL shall be entitled to set-off or adjust any amounts due to CCSL from bidder /s against payments due and payable by CCSL to bidder /s for the services rendered.	Set off may be allowed only with the concurrence of bidder. Not on suo motu basis.	Bidder to comply with RFP Terms

260	29	clause 42	<p>Limitations of Penalty :</p> <p>Overall penalty calculated above, shall be restricted to 20 % amount of total monthly payment due to the Bidder under the umbrella of Managed Services. However, any penalty imposed by RBI / Ombudsman / Other CCSL / Any other Government Authority / Office on Customer complaints due to ATM operation will be recovered from the Bidder over and above the penalty imposed by CCSL Rewards</p>	<p>This is too high. Request CCSL to restrict same to 5% level. There should not be any penalty over and above whether it is imposed by RBI/Ombudsman etc.</p>	<p>Bidder to comply with RFP Terms</p>
261	64	Point 15	<p>Remote Management of Electrical and Air-conditioning – give details of tools / software package used.</p>	<p>Please let us know if there is any hardware solution integrated in AC and electricals to remotely manage same.</p>	<p>Refer Corrigendum</p>
262	31	15	<p>Centralized Portal / Help Desk for generating One Time Password for the S&G Locks through dedicated Team on 24*7 Basis for the Cash loading Team / Authorized Custodians. These OTP Passwords to be generated for Cash loading, FLM, SLM and any such activity as per the Cash Indent, FLM / SLM Call logged in MSP portal. Also, in case of any kind of S&G Lock combination failure the Master Key/Red Key to be arranged for Resetting the Vault combination Lock / Passwords at MSPs own cost within 24 Hours. Failing which Penalty will be levied as defined in the Penalty Clause.</p>	<p>Please note that MSP will out source this requirement to different CRAs and this solution will be based out at CRAs end.</p>	<p>Bidder to comply with RFP Terms</p>
263			<p>General</p>	<p>Please confirm that Cash in ATM is responsibility of CCSL and not vendor</p>	<p>Cash in ATMs will be insured by Bank / CCSL</p>
264			<p>Recon process</p>	<p>Request CCSL to define Recon and loading process for CRMs and ATMs as same will determine efforts for loading and</p>	<p>Will be shared with the Successful Bidder.</p>
265	26	38	<p>38</p>	<p>Cash out Penalty should not be applicable on Bank dependency case & Force majeure case. Cash out penalty should not be applicable even if Switch message "Currency out" should be excluded irrespective of cash in ATM</p>	<p>Bidder to comply with RFP Terms</p>
266	26	39	<p>39</p>	<p>CER penalty is too high and request bank to reduce same.</p>	<p>Bidder to comply with RFP Terms</p>
267	31	12	<p>ii</p>	<p>Bank has to provide daily cash dispense file</p>	<p>Bidder to comply with RFP Terms</p>
268	31	12	<p>12.i to 12.viii</p>	<p>C3R & Vault balance will be shared on T+1 except during holidays</p>	<p>Bidder to comply with RFP Terms</p>
269	31	12	<p>iii</p>	<p>Please specify discrepancy report</p>	<p>Will be shared to the Successful Bidder</p>
270	31	12	<p>iv</p>	<p>Vault Balance will be provided on daily basis</p>	<p>ok</p>
271	31	12	<p>viii</p>	<p>Bank has to confirm the recon with in T+5</p>	<p>Recon Report to be submitted on T+1 basis.</p>

272	31	13	13	If loading / EOD done - only C3R will be shared with Bank	Bidder to comply with RFP Terms
273	31	13	14	Online C3R access can be given to Bank	Bidder to comply with RFP Terms
274	31	17	17	Bank has to provide sorted & ATM fit currency for Replenishment	Bank will provide ATM Fit currency but it is the resoponsibility of the MSP / CRA to ensure the same.
275	31	20	20	Wrong dispense due to Bank switch issue should be excluded	Bidder to comply with RFP Terms
276	31	21	22	Machine counter details can be viewed from EJ logs	ok
277	32	25	1	Cash Indent will be shared through email to Bank	ok
278	32	25	4 To 9	We are MSP and outsource Cash to CRA. One can not assure as some CRA may not having the technology as required by Bank	Alternate solution may be provided with simialar requirement.
279	32	2	2	Bank threshold limit should be shared and no penalty should be imposed if any lapse	Bidder to comply with RFP Terms
280	33	2	9	Vendor/CRA will not be responsible for couterfiet note cash deposit at recycler. Bank has to provide valid currency for ATM replenishment	Bidder to comply with RFP Terms
281	33	2	15.i to 15.viii	C3R & Vault balance will be shared on T+1 except during holidays	Bidder to comply with RFP Terms
282	33	2	iv	Please specify discrepancy report	Format will be shared with Successful Bidder.
283	33	2	viii	Vendor will not responsible for impound & fake currency deposit by customer and will deposited back to Bank on T+1 at Branch by CRA	Bidder to comply with RFP Terms
284	34	2	18	Only C3R softcopy will be shared & CBR hardcopy will be submitted at Cash Feeder Branch by CRA	ok
285	34	2	20	Bank has to provide ATM fit currency for ATM replenishment	Bidder to comply with RFP Terms
286	34	2	22	will not responsible if wrong dispense happens due to Bank switch issue.	ok
287	34	2	24	Machine counter details can be viewed from EJ logs	ok
288	34	2	27	Cash offloading will depend upon CRA route	Bidder to comply with RFP Terms
289	35	3.12	12. Rectification of site related problems (e.g. electrical problems, environmental conditions etc.)	Please clarify if site maintaince is in scope.	Only reporting of Electrical and Environmental conditions to CCSL / Bank
290	10	37	Note: Successful bidder /s have to ensure that the success rate of EJ pulling is at least 98% on daily basis and 100% on T+1 basis.	Please change T+1 to T+2.	98% EJ pulling on T+1 basis and 100% on T+2 basis.

291	21	28	The Bidder /s shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the Bidder /s under the contract without the prior written consent of CCSL.	There will be multiple services which will be done by service partners and all compliance and required certification will be provided before implementation.	Bidder to comply with RFP Terms
292	25	34	Total Downtime (in hours) for the specified period* ===== x 100 Number of days in a month x 24 hours *	All exclusions to be considered while calculating the SLA downtime.	Bidder to comply with RFP Terms
293	26	38	Penalty for Cash Out	Cash out occurred due to the abnormal dispense [if any] should be excluded from penalty.CCSL to provide cash as per the indent in desired denominations. The currency calibration charges [OEM and CRA] to be borne by the bank	Bidder to comply with RFP Terms
294	26	38	CCSL has defined Cash Out as non-availability of cash in ATM / CRM for dispensation. To align this with ADMIN balance, cases of ADMIN balance less than Rs.25,000/- out of above will also be considered as 'Cash Out' for the purpose of penalty. If switch receives 'Currency Out' message in respect of all configured / present cassettes in the Machine, irrespective of Switch / Admin balance, it will be treated as Cash Out situation. And even if Switch / Admin balance is available in any of the Machine but physically cash is not available in the Machine, it will also be treated as Cash Out situation and will attract penalty.	No penalty applicable for 6months from the date of takeover	Bidder to comply with RFP Terms
295	26	39	The bidder /s have to ensure Average Cash Efficiency Ratio of minimum 70% per month and in case of failure to maintain the same, a penalty of 0.2% per month of cash surplus will be applicable and will be deducted from monthly payment. Penalty will be applicable after three months from the date of completion of installation of ATM / CRM. The bidder /s have to provide monthly cash utilization report for each ATM / CRM while submitting the monthly invoices for payment. Monthly calculation of Cash Efficiency Ratio will be based on minimum 25 loading during the month in the ATM / CRM and will be calculated as per the under mentioned formula	Any tool will take time to feed historical data and give accurate results hence a min of 6 months. 6 months from the date of takeover there should no penalty charged.	Bidder to comply with RFP Terms

296	27	40.Point No 1	Rs.1000 will be charged for each incident of consumable not available within 3 hours for a Metro / Urban site and within 6 hours for a Semi-urban / Rural site (If a complaint received from a customer or Bank / CCSL official)	Since there is no transaction impact this should not have penalty implications	Bidder to comply with RFP Terms
297	27	40.Point No 2	1. Metro and Urban – Beyond 2 Hours of delay in attending FLM Calls which included Dispenser Calls, Card Reader issue, Machine Resetting / Restarting,	As there is an overall uptime SLA commitment and penalty implications for not meeting the same, any penalty above	Bidder to comply with RFP Terms
298	27	40.Point No 3	Flat Rs.10,000/- shall be charged if the vendor fails to provide any DVR Video / Image asked for by CCSL within 6 months of the transaction / incident.	As the asset belongs to CCSL the same should be under purview of CCSL.	Refer Corrigendum
299	27	40.Point No 4	Rs.1000 per day per ATM /CRM for the 1 st day (Cash loading / EOD day), after failing from 2 nd day onwards, Rs.2,000/- per day per ATM / CRM.	As there is an overall uptime SLA commitment and penalty implications for not meeting the same, any penalty above this will lead to multiple penalty implications. Hence we request the same to be removed.	Bidder to comply with RFP Terms
300	27	40.Point No 5	a) Rs.200/- per instance per day shall be charged if the vendor fails to provide EJ or JP within T+1 days from the date of Transaction and / or uploaded file not having 100% transactions. b) Flat Rs.10,000/- shall also be charged if the Vendor fails to provide EJ or JP of any ATM / CRM within 3 working days from the date of Transaction. c) In addition to the penalties as mentioned in point (a)above penalty imposed by RBI / Ombudsman / chargeback by other CCSL / Any other Government Authority / Office on Customer complaints due to non availability of EJ or delay in submission of EJ will also be charged from the vendor including the transaction amount involved.	Capping of Rs 100 to be charged per day if fails to provide th EJ or JP withn in T+2 days.	Bidder to comply with RFP Terms
301	27	40.04	Other Penalties Cash Loading /EOD of ATMs / Cash vaulting without CCSL permission	CCSL to review the penalty which is high. Exception if any need to be reviewed by the CCSL in case of no EOD/Replenishment and ONV due to unavoidable circumstances. MSP will communicate the same to the CCSL to seek consent. Hence no penalty applicable.	Bidder to comply with RFP Terms

302	27	40	Rs.1000 will be charged for each incident of consumable not available within 3 hours for a Metro / Urban site and within 6 hours for a Semi-urban / Rural site (If a complaint received from a customer or Bank / CCSL official)	Since there is no transaction impact this should not have penalty implications	Bidder to comply with RFP Terms
303	27	40-2	Images	DVR is installed by the CCSL. MSP will only monitor and pull the images.. Hence no penalty applicable	Refer Corrigendum
304	27	40-2	Cash Loading /EOD of ATMs / Cash vaulting without CCSL permission	BNRM cash needs to be Processed and vaulted and hence penalty not applicable	This is applicable for all ATMs and CRMs - if Indented Cash is not replenished / vaulted without CCSL Permission - Applicable Penalty will be leveied.
305	28	40.Point No 6	a) If vendor fails to provide C3R/CBR in T+1 day, per day penalty @ 0.01 % of un-reconciled amount will be imposed b) Vendor shall be charged flat Rs. 2,000/- per C3R/CBR per day over and above per day penalty @ 0.01 % of unreconciled amount for submission of incomplete/ in-correct C3R/CBR. Any C3R/CBR submitted without machine counters will also be treated as in-complete.	Overall capping of 0.1% to be charged on un reconciled amount, with a TAT of T+2 days	Bidder to comply with RFP Terms
306	28	40.Point No 7	If the MSP / CRA fails to perform admin activity or perform incorrect admin activity like incomplete admin activity/non-updation of Switch/Machine counters etc. at the time of offloading/loading the cash from/in ATMs / CRMs, penalty @ Rs. 5,000/- per incident will be imposed.	Incorrect/incomplete admin activity can be due to multiple reasons which may be beyond control of Cash management agency hence there should be any penalty for the same.	Bidder to comply with RFP Terms
307	28	40.Point No 10	In case of Vault combination (S&G Lock password) is not available, Lock not opening, Dependency on Master Key, Red key beyond 24 hours from Bidders Head quarters, Rs. 5,000/- penalty per ATM/ CRM per day will be levied. (Except OEM / Hard ware issues)	Capping of Rs 500 - per incident to be charged if failed to resolved issue with a TAT of T+2 days	Bidder to comply with RFP Terms
308	28	40.Point No 11	For each Cash Out Incidence for whatsoever reason, penalty at the rate of Rs.5,000 per Machine per incidence per day will be charged. CCSL has defined Cash Out as non-availability of cash in ATM / CRM for dispensation. To align this with ADMIN balance, cases of ADMIN balance less than Rs.25,000/- out of above will also be considered as 'Cash Out' for the purpose of penalty.	As there is an overall uptime SLA commitment and penalty implications for not meeting the same, any penalty above this will lead to multiple penalty implications. Hence we request the same to be removed.	Bidder to comply with RFP Terms

309	28	40.1	Vault Combination Lock failure	CCSL to review the penalty clause and request for modification as the OTC operations are managed from Central Location thus dispatch, transit and delivery time of trouble shooting keys to be considered based on the categories of cities.	Bidder to comply with RFP Terms
310	28	40-7	Non Performance of Admin activity	CCSL should not levy penalty in case admin activity is not performed post cash replenishment due to other dependencies i.e. power failure and link down or problem with admin card. MSP will rectify the issue and update the counters / admin incase of any error or any reason. Penalty not applicable	Bidder to comply with RFP Terms
311	28	40-8	Short cash	This clause needs further clarity and hence request you to delete the clause.	Bidder to comply with RFP Terms
312	28	40-10	Vault Combination Lock failure	Lock failure is beyond control and needs to be consider under Force Majeure	Bidder to comply with RFP Terms
313	29	42	Overall penalty calculated above, shall be restricted to 20 % amount of total monthly payment due to the Bidder under the umbrella of Managed Services. However, any penalty imposed by RBI / Ombudsman / Other CCSL / Any other Government Authority / Office on Customer complaints due to ATM operation will be recovered from the Bidder over and above the penalty imposed by CCSL Rewards	Capping of overall penalty to be reduced to 5% of monthly billing	Bidder to comply with RFP Terms
314	29	42	Overall penalty calculated above, shall be restricted to 20 % amount of total monthly payment due to the Bidder under the umbrella of Managed Services. However, any penalty imposed by RBI / Ombudsman / Other CCSL / Any other Government Authority / Office on Customer complaints due to ATM operation will be recovered from the Bidder over and above the penalty imposed by CCSL Rewards	To be considered as 5% amount of total monthly payment	Bidder to comply with RFP Terms
315	30	1	Cash Management Services of ATMs & Cash Recycler Machines (CRMs) Currently No Cassette swap method is in vogue. It is kept open only for possible regulatory guidelines in future, if any.	CCSL to approve the charges for change in the process as per regulatory guidelines	Present RFP floated based on Add Cash Method only, however the Cassette Swap method will be introduced as per Banks instructions and as per regulatory guidelines and the cost involved will be separately dealt with in concurrence with Bank.

316	30	1.3	Monitoring of cash in ATM / CRM and CRA's Vault and optimization of idle cash holding so that at no time cash in ATM / CRMs and CRA's Vault exceeds two times the average / peak cash dispensed per day for most of the ATM / CRMs (more than 90% of ATM / CRM) based on previous three months' cash dispensing except for festival seasons, strikes or extended holidays when it can go up to three times to meet the situational requirements. The optimization has also to be done in a manner as to ensure that no ATM / CRM is allowed to go cash out at any point of time.	CCSL to confirm the ONV limit initially which will be reviewed periodically to seek for an approval for enhancement in current cash holding limit.	ONV Limit will be confirmed with Successful Bidder in consent with Bank.
317	31	1.7	Cash loading / EOD in ATMs – Cash loading to be carried out on Daily basis in all the ATMs and the C3R, CBR, EJ and VCB and all other MIS Reports to be submitted to CCSL / Bank by way of e-mail / hard copy etc. as per the prescribed format required by CCSL / Bank	CCSL to provide the format for C3R and CBR and all other MIS	All Formats will be shared with the Successful Bidders.
318	31	1.12	Providing under mentioned reports to all concerned offices: i. Daily settlement report – C3R (T+1 basis) to Nodal branch along with Machine and Switch counter slips and RECON team in CCSLs approved format.	CCSL to reconfirm whether the softcopy of C3R and VCB should be shared with each nodal bank branch or with Central Reconciliation department Approved format to be shared by the CCSL.	Separate Format will be shared with Successful Bidder. All Reports to shared to Nodal Branch as well as Centralized Recon Department with a copy to CCSL.
319	31	1.15	Centralized Portal / Help Desk for generating One Time Password for the S&G Locks through dedicated Team on 24*7 Basis for the Cash loading Team / Authorized Custodians. These OTP Passwords to be generated for Cash loading, FLM, SLM and any such activity as per the Cash Indent, FLM / SLM Call logged in MSP portal. Also, in case of any kind of S&G Lock combination failure the Master Key/Red Key to be arranged for Resetting the Vault combination Lock / Passwords at MSPs own cost within 24 Hours. Failing which Penalty will be levied as defined in the Penalty Clause.	The CRA operations are being undertaken as per the latest MHA guidelines thus S & G support 24*7. The dispatch, transit and delivery of troubleshooting keys should be considered based on the geography and hence penalties are not applicable.	Bidder to comply with RFP Terms

320	31	1.17	The vaults should be equipped with cash sorting machines. The Vendor /s have to ensure that the loaded notes in ATMs / CRMs are ATM fit currency.	CCSL to provide ATM FIT cash to load the machines.	Bank will provide ATM Fit currency but it is the responsibility of the MSP / CRA to ensure the same.
321	31	1.19	Proper Admin transaction (as per CCSL's guidelines) should be done at each site at the time of Cash loading / unloading/ EOD activity	CCSL to provide buffer admin cards for each machine.	Admin Cards will be provided.
322	31	1.21	Vendor/s will be responsible for the effective and full insurance which includes fidelity insurance, Cash in Vault balance and Cash-in-Transit Insurance. Copy of this policy has to be provided to Bank / CCSL, at the beginning as well as at every renewal.	CCSL to confirm the insurance coverage taken by them to hold the cash in the machines [ATMs & CRMs]	Bidder to comply with RFP Terms
323	31	1.23	Vendor has to bear the cost of replacement of S&G lock, if any damage/malfunction happening during the tenure of the contract.	Malfunction of S & G Lock due to software issue or wear and tear i.e. effect of use/depreciation needs to be borne by the CCSL.	Bidder to comply with RFP Terms
324	32	2	Cash Services - Cash Recycler Machines (In case of High deposit CRM, Vendor has to unload the cash more than once in a day	Any cash unloading more than once on any machine will be charged extra as per commercial agreed	Bidder to comply with RFP Terms
325	32	5	Interest rate for non deposition of cash cleared from CRM will be 15% per annum on the amount not deposited	The interest charges are not accepted since in a normal course, the deposition will be on daily basis however there would be genuine reason due to which team may have failed as an exception for depositing the cash on any particular day	Bidder to comply with RFP Terms
326	32	1. Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	"All statutory guidelines with regarding to cash replenishment (loading / unloading) should be followed by the vendor /s. In case of Forged Currency Note or shortage of cash, the Bidder /s have to indemnify CCSL unconditionally and to make good for any such loss immediately."	Please specify whether RBI guidelines date 06th April on Standards of cash management needs to be implemented? It is not clearly mentioned in the RFP.	Bidder to comply with RFP Terms
327	33	2.7	Total amount unloaded including unfit ATM currency and Fake / Suspicious Notes from CRs will have to be segregated and deposited in CCSL (Nodal branches / offices) on the same day but not later than next working day (Only in case of late unloading) by the vendor/s with the relevant slips (like machine counter slips from No. 1 to 8 currently) and CBR/C3R report.	CCSL to confirm the feature of CRMs whether soiled, unfit and counterfeit currency is accepted by the machines; if yes then liability should not be passed on to MSP or CRA.	CRMs specification regarding this will be shared with Successful Bidder.

328	33	2.9	In case any counterfeit note is found during verification /counting by Bank /CCSL officials, details will be noted in the cash delivery slip and the number of the note will be tallied with details in EJ on T+1 day or when submitted. In case it is found not tallying with the details, vendor will be responsible to make good the amount equivalent to the value of the note immediately.	CCSL to confirm the feature of CRMs whether soiled, unfit and counterfeit currency is accepted by the machines; if yes then liability should not be passed on to MSP or CRA.	CRM Specification to be provided to the successful Bidder.
329	35	2	Please note that Cash Services for ATMs and Cash Recyclers will be required to be provided by two separate set of functionaries (Custodians) and would also be having a separate reporting stream.	Deployment of custodians would be at CRA's discretion depending on the route matrix. Request to you please remove this clause,	Refer Corrigendum
330	35	3	First Line Maintenance (FLM) (Receipt of Service requests/compliants on 24X7 basis from CCSL/Bank	On account of MHA timelines, Night operations is completely restricted and hence FLM/SLM Call operations is happening between 6am to 9pm only	Bidder to comply with RFP Terms
331	35	3	First Line Maintenance (FLM) (Damages/losses occurred due to improper handling of machines to be borne by Bidder)	Wear & tear of the machines to be taken care after due consideration of its usage and life span. CRA should not be held liable for its damages unless proven	Bidder to comply with RFP Terms
332	35	3	Second Line Maintenance (SLM) (Vendors to provide 24X7 specialised Technical staff for quick resolution	On account of MHA timelines, Night operations is completely restricted and hence FLM/SLM Call operations is happening between 6am to 9pm only	Bidder to comply with RFP Terms
333	35	2. Cash Services – Cash Recycler Machine (CRM)	"All statutory guidelines with regarding to cash replenishment (loading / unloading / Sorting / Processing) should be followed by the vendor /s. In case of Forged Currency Note or shortage of cash, the Bidder /s have to indemnify CCSL unconditionally and immediately."	Please specify whether RBI guidelines date 06th April on Standards of cash management needs to be implemented? It is not clearly mentioned in the RFP.	Bidder to comply with RFP Terms
334	35	3.12	Rectification of site related problems (e.g. electrical problems, environmental conditions etc.)	As the site prepared under the purview of CCSL any site related activity will be charged on actual.	Only reporting of Electrical and Environmental conditions to CCSL / Bank
335	35	3	Implementation of Hardware level Configurationally Changes, wherever required/necessitated including recalibration of cassettes on account of change in currency size in co-ordination with the OEM.	Bidder would provide the required assistance and support but the cost needs to be borne by the CCSL	ok
336	36	4. Point No 8	In case of any camera/ DVR becomes non functional, that will have to be attended to and snag rectified within 24 hours	We understand the vendor for Camera+ DVR will be contracted with CCSL.	MSP to Monitor & Report non-functioning of such equipments

337	36	4.Point No 9	DVR images of Disputed / Sub-Judice cases have to be kept till the settlement of the case. Similarly, DVR images of Disputed / Sub-Judice cases will have to be obtained from existing MS vendor and be kept on record till settlement of the case.	We understand the vendor for Camera+DVR will be contracted with CCSL.	a) Inbuilt images - Monitoring, Archival and Retrieval of Inbuilt Camera Images to be done by Successful Bidder. b) External Cameras / DVRs - MSP to monitor the same & if found not working / faulty, co-ordinate with vendor / Bank / CCSL for rectification of the faulty equipments i.e External Cameras & DVR
338	36	4	Monitoring/Archival & Retrieval of Video Images	Necessary training to be provided to CRA staff for Retrieval of Video Images for this activity.	ok
339	36	6	Vendor /s have to maintain the dynamic Admin Password for all the ATMs / CRMs for necessary security.	As we understand this needs to be maintained by OEM and hence would be under OEM scope.	Refer Corrigendum
340	36	7	Successful bidders will have to keep updating the security protocols and take all the necessary measures for developing suitable Security and related action in order to ensure that the Machines operations are run flawlessly and without any threat – Physical or Logical and also taking into consideration the directives received from the regulators from time to time.	As the assets belong to the Bank and it is under warranty or AMC with respective OEM this is the responsibility of OEM/ Bank	Refer Corrigendum
341	36	8	Any new development required to tackle with any security risk arising due to changing security environment.	This needs to be managed by the OEM and Bank	Refer Corrigendum
342	37	5.2	All machine-wise / Transaction-wise EJs pulled must be stamped with the 'Event Time'. All EJs must also contain information regarding Counterfeit / Suspicious Notes detected and impounded	This requires more clarification as regards to Counterfeit / Suspicious Notes detection	CRM Specification to be provided to the successful Bidder.
343	38	7.4	Deliver system to do automatic dispatching to avoid delays. Automated Text messages to identified CCSL officials.	Periodic daily reports can be shared with the concerned CCSL team.	Bidder to comply with RFP Terms
344	38	7.9	Carry out remote resolution before actual dispatch.	Hardware issue require physical attendance to resolve the issue however required troubleshooting is done on case to case basis.	Bidder to comply with RFP Terms
345	39	3	An integrated view of the network status shall be available for immediate notification to Switch Center/Data Centre (Network Team), Network Aggregation Point - NAP locations of Circle Offices for rectification. The monitoring system shall send Auto alerts to the Switch for online rectification of minor errors.	In case of feed disconnect notification will be raised	Bidder to comply with RFP Terms

346	40	1	Currently No Cassette swap method is in vogue. It is kept open only for possible regulatory guidelines in future, if any.	Charges applicable as agreed in the concerned forum.	Present RFP floated based on Add Cash Method only, however the Cassette Swap method will be introduced as per Banks instructions and as per regulatory guidelines and the cost involved will be separately dealt with in concurrence with Bank.
347	General	General	Settlement of Chargeback/Customer Claims TAT	Nothing is mentioned about it in the RFP, can Bank elaborate on the same?	Settlement of all Chargeback and customer claims will be handled by the Centralized Recon Team of the Bank. Whenever CCSL receives Customer claim / complaints, the same shall be escalated to MSP for settlement.
348	General	General	Shortage /ATM Difference Recovery - Need to understand the process and TAT for Justification.	Nothing is mentioned about it in the RFP, can Bank elaborate on the same?	Any Excess cash found in the ATM to be increased / loaded in the ATM / CRMs and declared in Excess Cash column in the C3R and in all the required MIS Reports. Any short cash to be made good by the MSP immediately. Details of TAT and other procedures will be shared with the Successful Bidder.
349	General	General	Deduction Data - Need to understand the recovery process on Shortage/Customer Claims	Nothing is mentioned about it in the RFP, can Bank elaborate on the same?	Any Excess cash found in the ATM to be declared Excess in the C3R and all the MIS Reports. Any short cash to be made good by the MSP immediately. Any customer claims not settled within the stipulated time, penalty will be levied.
350	General	General	BNRM- EOD Process and Customer Claim Settlement Process Required	Nothing is mentioned about it in the RFP, can Bank elaborate on the same?	Will be shared with the Successful Bidder.
351	10	5.1	Requirement details	Request to share list of ATMs and CRMs, their make/model, OEM, current CRA, onsite/offsite	Will be shared to the Successful Bidder
352	16	15	Performance Bank Guarantee	Request to make Performance Bank Guarantee as 3% of the TCO as per attached notification from the Government. Also can PBG be given on yearly basis?	Bidder to comply with RFP Terms
353	29	42	Limitation of Penalty	Request to cap the penalty at 10% of total monthly payment due to MSP	Bidder to comply with RFP Terms
354	30	1	Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	For cassette swap, will Bank provide the cass	Present RFP floated based on Add Cash Method only, however the Cassette Swap method will be introduced as per Banks instructions and as per regulatory guidelines and the cost involved will be separately dealt with in concurrence with Bank.

355	30	1	Cash Management Services of ATMs & Cash Recycler Machines (CRMs)	MHA compliance and any future compliances will be done at additional cost	if the MHA Guidelines are introduced, as per Banks instructions and as per regulatory guidelines, such cost involved will be seperately dealt with in concurrence with Bank.
356	35	3.11	Basic Preventive Maintenance once a month for ATMs and CRMs	Request to explain Basic Preventive Maintenance	Coordination with OEM Vendor for PM activity of ATMs and CRMs & PM Schedule will be shared by the respective OEM
357	35	3.17	Co-ordination for Preventive Maintenance by respective Hardware vendor	Request clarification on whether Bank will bear the cost of SLM and Preventive Maintenance of ATM, CRM and other assets which are to be Managed by the MSP as per RFP scope or it will have to be borne by the MSP	Bidder to comply with RFP Terms

358	37	6	Consumable Management & Content distribution, Replenishment & Maintenance of Banks's promotional literature/help guides etc.	Request to provide specifications of consumables	<p><u>Cash Recycler Machine - Receipt Printer</u> <u>Roll specification : Hyosung HT NS MX 8600</u> <u>₹</u> 1. Paper Type : Continuous / Marked Paper 2. Paper Supply method : Paper Roll 3. Paper Width : 80 mm 4. Thermal Layer : Outward / Inward 5. Paper Roll Specification : Operational ID of Paper Roll Core with canara bank logo on the frontside. <u>ATM - RPT Roll Specification : NCR Self Serve 2012 / NCR Self Serve 22e CD.</u> NCR Thermal RPT - NCR Thermal Receipt printer Roll with 80mm width, 600 meters, 55-58 gsm, ATM Thermal grade paper and with length of 1960 feet., yield would be 5000 + Receipts with canara bank logo on the frontside. <u>Diebold D 429 RPT Roll : Diebold D429</u> Diebold Thermal RPT Roll with length of 200 meters, width 80mm, 55-58 Gsm, with Canara Bank Logo on the front side.</p>
359	33	2.5	Cash Services -Cash Recycler Machine (CRM)	Should be read as - Interest at the rate of 10% (per annum) on the amount not deposited with nodal branch for delayed time period will be recovered from bidder for reasons attributed to bidder or its vendors.	Bidder to comply with RFP Terms
360	33	2.17	Cash Services -Cash Recycler Machine (CRM)	There should be bifurcation of time to arrange master key/red key for urban area as 24 hrs, semi-urban to have 48 hrs while rural area to have 72 hrs	Bidder to comply with RFP Terms

361	41	CUSTOMISATION	Customisation	Any customisation if required in mid of contract at banks end, cost should be mutually discussed.	Refer Corrigendum
362	7	12	Earnest Money Deposit	EMD amount is on very higher side for 1000 ATMs/CRMs MS contract. Kindly reduce it resonable amount	Refer Corrigendum
363	11	6	Project Details	Please clarify whether bank has 750 recyclers on Capex or Opex model	OPEX Model
364	47	8	The Bidder /s must have Machine monitoring system which will be provided to CCSL to monitor the functionalities of the Machine from CCSL's Head Office and from its Representative Offices across India. Machine Monitoring system: User Manual containing screen shots of the solution to be provided.	The monitoring tool is hosted in our Data center with DR set up in place. We can provide web portal access to CCSL to monitor health of the ATMs/CRMs. Kindly confirm.	ok

VICE PRESIDENT - PROJECTS
Canbank Computer Services Limited
Bangalore