

Sr. No.	RFP Page No	RFP Rule	Rule Details	Query/Clarification/Suggestion	Remarks by RISL
1	14	3 (1) 4.	Bidder/prime bidder should have a Managed Service Center operational in India and must be performing managed services of ATMs including but not limited to 24 X 7 monitoring, call escalation, FLM, SLM, replacing consumables, housekeeping, EJ pulling, cash forecasting and cash replenishment etc. for atleast 1000 ATMs as on date of RFP and for a minimum of 5 years should have a disaster recovery center and business continuation plan.	We request the RajCOMP to kindly arrange to relax the said criteria as under : Bidder/prime bidder should have a Managed Service Center operational in India and must have experience of supply & installation of ATM/ Managed services of ATMs and Cash Management services for atleast 500 ATMs in last 3 years and should have a disaster recovery center and business continuation plan for a minimum of 3 years	refer corrigendum
2	17	4.1.3	<b>Implementation services at site :</b> Selected bidder shall install & commission Site Infrastructure other items like Network equipments. Selected bidder shall Supply, Installation and maintenance of all site infrastructure equipments as per the specification detailed in Annexure-2. Preparation of site including Electrical, Carpentry, grouting work & aluminium work. ATMs installed shall have branding as per GoR's scheme specific logo and colour.	As per the said, kindly clarify whether the selected company will have to identify and build / prepare the site including Electrical, Carpentry, grouting work & aluminum work along with the supply & installation of ATM or the preparation of the site will be the responsibility of RISL and we will have to supply & install the ATM.	Preparation of site shall be responsibility of selected bidder. Also, please refer corrigendum.

3	16	4.1.2	The ATMs have to be interfaced with the switch of banking partner of selected bidder	We request the bank to please clarify on this. In case, the bidder is a white label ATM operator then the switch will belong to the WLA operator	The ATMs have to be interfaced with the switch of banking partner/WLA operator of selected bidder and should comply with RBI/Banking norms.
4	17	4.1.5	The onus of arranging for cash to be loaded into the ATM lies with the bidder. If required, selected bidder may tie up with any bank/agency authorized to supply cash for ATMs.	Please clarify on this point	The Cash availability in the ATM is the responsibility of the bidder and for this the bidder will have to do the necessary arrangement/agreement with bank/WLA operator/Authorized agencies by RBI.
5	18	4.1.5	Selected bidder shall take adequate insurance policy for the value of entire cash throughout the Cash Replenishment Services Cycle for all sorts of risks including fidelity clause arising from acts of omission/commission/dishonesty of its employees and/or its authorised agents. The loss-payee endorsement of such insurance policies shall be in favour of RISL and it shall be ensured that the amount of claim, if any, shall be paid by the insurance companies directly to RISL. Copy of the Insurance policy should be submitted to RISL. The bidder shall pay the premium for obtaining insurance cover for	We take a common insurance for all the cash of all the banks / customers, hence, would not be able to endorse RISL as loss-payee directly and also can not share the insurance document with RISL. However, the same shall be routed through CMS.	please refer corrigendum

			the Cash in Transit. Insurance policy should be in force.		
6	18	4.1.5	Cash in ATM will be insured by selected bidder	Request for clarification	As cash is to be sourced by banking/WLA partner of selected bidder, hence cash has to be insured by selected bidder in compliance to guidelines issued by its banking/WLA partner.
7	18	4.15	Any shortage or loss of cash, whatsoever and for whatever reason shall be made good to the respective cash supplying bank immediately without waiting for admissibility or settlement of the insurance claim. Any amount of such insurance claims received by bidder/cash supplying bank/RISL shall be remitted to the CRA by the cash-supplying bank after adjustment of outstanding dues if any. The CRA should ensure correctness and genuineness of the cash and shall take the ATM fit currency notes to its possession.	We request to kindly modify the said clause as under : Any shortage or loss of cash, whatsoever and for the reasons attributable to the vendor shall be made good to the respective cash supplying bank within 7 working days without waiting for admissibility or settlement of the insurance claim. Any amount of such insurance claims received by bidder/cash supplying bank/RISL shall be remitted to the CRA by the cash-supplying bank after adjustment of outstanding dues if any. The CRA should ensure correctness and genuineness of the cash and shall take the ATM fit currency notes to its possession.	Please refer corrigendum
8	19	4.1.6	<b>Managed Services Heldesk Management Services</b> Browser-based solution to enable RISL to log incidents and track resolutions.	Request for clarification	Selected bidder shall provide access user log in ids to log incidents and track resolutions.



11	22	4.2	<p><b>Project Deliverables, Milestones, Time Schedule &amp; Payment Schedule Payment terms and schedules</b></p> <p>For Supply &amp; installation of ATMs :</p> <ul style="list-style-type: none"> <li>- On submission of all the deliverables 88% of payable amount.</li> <li>- Remaining 12% will be paid as following: - <ul style="list-style-type: none"> <li>- 2% at the end of each year (1st year to 6th year) for providing successful managed services.</li> </ul> </li> </ul>	<p>As per the RFP, the successful bidder has to submit a performance security for 5% of the amount of the order, hence, we request to kindly release the payment of ATM as under :</p> <ul style="list-style-type: none"> <li>- 88% on delivery of the ATM</li> <li>- 12% on the installation / LIVE-RUN of ATM</li> </ul>	Please refer Corrigendum
12	22	4.2	<p><b>Project Deliverables, Milestones, Time Schedule &amp; Payment Schedule Payment terms and schedules</b></p> <p>For Providing Cash Management Services : Annual payment as per rate of providing cash management services on prorata basis.</p>	We request for the payment on monthly-basis	Please refer Corrigendum
13	22	4.2	<p><b>Project Deliverables, Milestones, Time Schedule &amp; Payment Schedule Payment terms and schedules</b></p> <p>For Providing Cash Management Services : Rental for providing ATM Van as per route plan</p>	We request for the payment on monthly-basis	please refer corrigendum

14	26	8	<p><b>Alternative/ Multiple Bids</b>  Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid and should also mention the details of the quoted make/ model in the "Annexure-9: Components Offered".</p>	<p>Kindly clarify, whether the same brand /make and model of the ATM can be bid by multiple bidders</p>	<p>As per RFP (one SI/bidder may bid only one brand/make and model, however different bidders may bid the brand/make &amp; model independently (it may be different one or same)</p>
15	53	23 (a)	<p><b>Samples</b>  When notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a plastic box or in polythene bags at the cost of the bidder.</p>	<p>As per the said clause, kindly clarify do we have submit four sets of material as for BOM (i.e. ATM, mobile vans, etc..) along with out Bids and these will be retained by RISL free of cost upto the period of six months after the expiry of the contract</p>	<p>Please refer corrigendum</p>

16	53	23 (c)	Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. RISL shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained. The Samples shall be collected by the supplier/ bidder/ selected bidder on the expiry of stipulated period. RISL shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by RISL and no claim for their cost, etc., shall be entertained.		
17	54	24	<b>Drawl of Samples</b> In case of tests, wherever feasible, samples shall be drawn in four sets in the presence of supplier/ bidder/selected bidder or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/ or testing house and the third or fourth will be retained in the office for reference and record.	Request for clarification	please refer corrigendum
17	56	27 (d)	In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete :-	We will try our best to deliver and/ or install/ complete/ commission in the prescribed period, however, in case due to some unavoidable circumstances, the same is delayed, we request RISL to kindly relax the LD as under :	As per RFP

			Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work - LD @ 2.5%	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work - LD @ 1%	
			Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work - LD @ 5%	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work - LD @ 2%	
			Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work - LD @ 7.5%	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work - LD @ 3%	
			Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work - LD @ 10%	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work - LD @ 4%	
			i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day. ii. The maximum amount of liquidated damages shall be 10% of the contract value. iii. *The percentage refers to the payment due for the associated works/ goods/ service.	Based on the above, we request to kindly revise the maximum liquidated damages as under : ii. The maximum amount of liquidated damages shall be 4% of the contract value.	
18	56	28 (b)	If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the	We request to kindly amend the clause as under : If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined <b>is proven after discussion with the vendor</b> (then decision of the Purchase in that behalf will be	as per rfp

			<p>purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion hereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.</p>	<p>final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion hereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.</p>	
19	65	37	Settlement of Disputes	We request to kindly add one more leg of Arbitration law before moving to the competent court of law	as per rfp
20	67	7 (2)	<p>Service Level Standards/ Requirements/ Agreement</p> <p>The bidder shall guarantee a yearly uptime of 97% for each ATM in business hours. Daily business hours shall be from 08:00 AM to 08:00 PM</p>	<p>As the ATM will be delivered and installed at remote locations / Gram Panchayat level, hence, we request to kindly relax the said clause as under :</p> <p>The bidder shall guarantee a yearly uptime of 95% for each ATM in business hours. Daily business hours shall be from 10:00 AM to 06:00 PM</p>	please refer corrigendum

21	67	7 (2)	Penalty for not meeting uptime requirements are as under:	We will try to provide best of our services and meet the required uptime, however, the sites would be in remote locations. Hence, in case due to some unavoidable circumstances, the same is delayed, we request RISL to kindly relax the penalties and uptime as under :	please refer corrigendum
			Above 97% - No Penalty	More than or Equal to 95% - No Penalty	
			More than or Equal to 96.00 % but less than 97 % - Penalty @ 2%	More than or Equal to 95.00 % but less than 96 % - Penalty @ 1%	
			More than or Equal to 95.00 % but less than 96.00 % - Penalty @ 4%	More than or Equal to 94.00 % but less than 95.00 % - Penalty @ 2%	
			More than or Equal to 94.00 % but less than 95.00 % - Penalty @ 8%	More than or Equal to 93.00 % but less than 94.00 % - Penalty @ 3%	
			More than or Equal to 93.00 % but less than 94.00 % - Penalty @ 12%	More than or Equal to 92.00 % but less than 93.00 % - Penalty @ 4%	
			More than or Equal to 92.00 % but less than 93.00 % - Penalty @ 16%	More than or Equal to 91.00 % but less than 92.00 % - Penalty @ 5%	
			Less than 92.00 % - Penalty @ 20%	Less than 90.00 % - Penalty @ 6%	

22			<p>Exclusions from penalty (subject to providing the valid documentary proof):-</p> <ul style="list-style-type: none"> <li>- Lobby/Captive site accessibility issues</li> <li>- Dependency on Bank's vendor for Network, UPS or AC</li> <li>- VSAT/Leased Lines outages</li> <li>- Vandalism</li> </ul>	<p>We request to kindly add / modify the said clause as under :</p> <p>Exclusions from penalty (subject to providing the valid documentary proof):-</p> <ul style="list-style-type: none"> <li>- Lobby/Captive site accessibility issues</li> <li>- Dependency on Bank's vendor for Network, UPS or AC</li> <li>- VSAT/Leased Lines outages</li> <li>- Vandalism</li> <li>- Damage caused by rodents or natural disasters</li> <li>- Data loss due to Virus or otherwise</li> <li>- external circumstances such as water, fire, riots, accidents or environmental conditions or other Force Majeure including but not limited to improper power supply</li> <li>- A maximum of 1 hour per month Preventive Maintenance and a maximum of 10 hrs per month for Supervisory Time</li> <li>- Actual downtime on account of Non-supply of cash, in case the cash is to be provided by RISL or their partner Bank</li> </ul>	Please refer corrigendum
23	90	Annexure-11	Financial Bid Format	Financial format- commercials for are asked for cash services only and other services of Managed Services are not mentioned. Kindly clarify whether we have to add the cost of other services in the same line item	As per RFP. Bidder has to bundle the cost of managed services pertaining with cash management alongwith CRA i.e BoQ point no 2 and operation of the ATM

					bundled in capex part of the ATM i.e BoQ point no 1
24	71	1.3	ANNEXURE-2: 1x 500 GB or higher SATA HDD (for OS). 1x500 GB or higher SATA HDD (for Camera Images).	<b>We would like to recommend</b> SSD HDD for mobile ATM machines, as it will support as per road conditions ,instead of SATA HDD. Also we request to consider two saperate commercial offers for normal ATM & mobile ATM machines as specifications for both the machines are different.	As per RFP
25	71	1.5	ANNEXURE-2 DVD Writer	<b>We would like to recommend to</b> remove DVD writer from machine specifications, as its extra facility in CD machine & also it will allow fraudulent activities on the machine.	Please refer corrigendum

26	71	1.8	<p>ANNEXURE-2 The selected Bidder should provide CDs with at least Windows 7 or above operating System/supported version of Windows /Linux operating system. The bidder is responsible to update the OS patches and upgrade the OS of CDs to higher version of Linux /supported version Windows operating system before expiry of extended support of Windows 7 from M/s Microsoft at no additional cost during both warranty and AMC period. Further, the Bidder should ensure that on up-gradation, there should be no disruptions of service and no performance related issues are faced.</p>	<p>We suggest to kindly go ahead with the latest Operating System i.e. Windows 10 E (IOT)</p>	<p>Please refer corrigendum</p>
27	72	1.16	<p>ANNEXURE-2 CD must also have biometric authentication functionality with finger print reader as per Aadhar 2.0 Level 0 specifications and same is required from the initial stage. The CD should support Biometric functions and integrated with the Bank's Biometric solution and UIDAI certified solution (Aadhar) without any additional cost to the Bank. Compliance/ Provisional testing certificate from STQC/Aadhaar should be submitted with technical bid. The Biometric Scanner should be STQC Certified with minimum Level 0 compliance and upgradable to Level 1 at no additional cost to the bank</p>	<p>We provide bio-metric device with level 0 aadhar 2.0 , however, in case there is any upgradation required in future for hardware, the related cost will have to be born by RISL on the mutually agreed commercials</p>	<p>If UIDAI mandates for migration from L-0 to L-1, in that case the cost shall be borne by RISL on the mutually agreed commercials. However RISL is free to conduct this exercise with any other RD service provider or directly with the OEM of aadhaar authentication device.</p>

28	73	2.2	ANNEXURE-2 S&G / MAS Hamilton capable of having electronics combination lock of 6+6 digits with dual custody and OTC facility. Dual Combination OTC Electronic Lock of 6+6 digits. Should be UL 437 VDS Certified.	<b>Request you to kindly amend this clause as :</b> S&G / MAS Hamilton or equivalent capable of having electronics combination lock of 6+6 digits with dual custody and OTC facility. Dual Combination OTC Electronic Lock of 6+6 digits with all international certifications <b>or</b> electronics combination lock of 6+6 digits with dual custody and OTC facility. Dual Combination OTC Electronic Lock of 6+6 digits. Request you kindly remove this UL 437 VDS certified as its related to mechanical lock with all international certifications.	please refer corrigendum
29	74	5.3	ANNEXURE-2 Rugged, spill proof TDES enabled keyboard with polycarbonate tactile / stainless steel recessed (EPP Pin Pads) keys. EPP7 keypads to be PCI and ADA compliant.	EPP7 keypad is a model name and doesn't exist, hence, kindly remove the same and add EPP v 4.x	please refer corrigendum
30	12	2.1	Project Profile	Bhamashah Card' is it "Rupay" card or proprietary card of the respective bank & whether these banks are connected to NPCI NFS Switch.	bhamashah card is an identity card for service delivery. Please visit <a href="http://www.bhamashah.rajasthan.gov.in">www.bhamashah.rajasthan.gov.in</a>
31	16	4.1.2	Supply of ATM and Accessories	"The ATMs have to be interfaced with the switch of banking partner of selected bidder". Can WLA License Holder and their Switching partner participate without Banking partner.	YES, if RBI and NPCI regulations allows.

32	17	4.1.4	Networking for connectivity of ATM	" The bidder is responsible to ensure that all the relevant certifications for ATM driving required by NPCI are done and completed". We assume RSIL will have no objection to connect on bidders existing Settlement account with NPCI. Kindly clarify.	Yes, if allowed and in compliance to the RBI & NPCI regulation
33	17	4.1.5	Cash Management Services	Initially bidder will be responsible for the cash management service for 2 years as RISL will engage banks in owning these ATMs for cash management services. We need to know how the migration and settlement process in an event of Bank managing these ATMs.	refer corrigendum
34	20	4.1.6	Managed Services/Consumable Management	Change in receipt branding if any will be subject to utilization of existing pre-printed stock.	New change will be applied after exhaustion of existing stock.
35	21	4.1.7	Shifting of ATM	De-installation, Re-installation, De-grouting and Re-grouting at both sites of ATM and accessories along with Transit insurance will be required; can that be added as part of the whole shifting process.	Bidder should bundle all these costs in shifting of ATM while bidding
36	5		Last date and time of submission of Bid	please extend it for two weeks as it is complex bid and we need two weeks for several approvals	Extended by 5 days

37	10	Note 8)	8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.	<p>BIDDER would requests the RISL to treat the bid response and supporting documents submitted by the BIDDER as confidential irrespective of being marked as proprietary or not because the information/contents submitted by the BIDDER in response to this RFP are proprietary and confidential information of the BIDDER.</p> <p>BIDDER would like to clarify that BIDDER's grant of rights to RISL to reproduce the proposal and supporting documents be restricted only for evaluation purpose within RISL but BIDDER would remain as the owner for all purposes as the contents are proprietary to the BIDDER.</p>	As per RFP (will be dealt as per RTTP/GF&AR Act)
38	12	<p>2. PROJECT PROFILE &amp; BACKGROUND INFORMATION</p> <p>1) Project Profile</p>	The proposed initiative of establishment of ATMs by RISL shall be undertaken at Atal Sewa Kendras (ASKs) located at Gram Panchayats in order to leverage enabling infrastructure established by GoR like Internet connectivity, Electricity and other physical infrastructure	We assume that RISL would take care of the physical requirments like place for ATM, AC, VSAT, civil works, electricity, DG backup etc from its existing infrastructure and the bidder need not quote for the same. Request RISL to clarify.	refer corrigendum (already replied above)

39	14	3. #PRE-QUALIFICATION/ELIGIBILITY CRITERIA	Bidder/prime bidder should have a Managed Service Center operational in India and must be performing managed services of ATMs including but not limited to 24 X 7 monitoring, call escalation, FLM, SLM, replacing consumables, housekeeping, EJ pulling, cash forecasting and cash replenishment etc. for atleast 1000 ATMs as on date of RFP and for a minimum of 5 years should have a disaster recovery center and business continuation plan. Undertaking AS <b>PER ANNEXURE</b> - to be submitted on the company letter head signed by authorized signatory	Request the RISL to provide the Format for undertaking to be given by the bidder	please refer corrigendum
40	18	4.1.5	Selected bidder shall take adequate insurance policy for the value of entire cash throughout the Cash Replenishment Services Cycle for all sorts of risks including fidelity clause arising from acts of omission / commission/dishonesty of its employees and/or its authorised agents. The loss-payee endorsement of such insurance policies shall be in favour of RISL and it shall be ensured that the amount of claim, if any, shall be paid by the insurance companies directly to RISL. Copy of the Insurance policy should be submitted to RISL. The bidder shall pay the premium for obtaining insurance cover for the Cash in Transit. Insurance policy should be in force.	We would like to clarify that the insurance for cash while in the custody of cash replenishment agency and for the acts of infidelity of its employees is taken by the cash replenishment agency and not by the MS vendor. We will ensure that copies of these insurance policies are furnished to RISL and RISL is named as beneficiary in those policies.	please refer corrigendum

41	18	4.1.5	Cash in ATM will be insured by selected bidder.	<p>As an industry standard ATM Cash insurance needs to be obtained by RISL . Bidder will ensure that the Cash Replenishment Agency engaged for performing cash replenishment obtains and maintains the necessary insurance for Transit Loss and Vault Loss as mentioned below. Bidder agrees to take the responsibility of cash loss in the following circumstances:-</p> <ul style="list-style-type: none"> <li>• ATM Loss (loss of cash from ATM):- Bidder will be liable for ATM loss only if it is proved that such loss directly resulted from Bidder/CRA employee's dishonesty, negligence or intentional acts or omissions. Bidder's liability will be limited to ATM Loss Liability Limit which is about Rs. 40,00,000 per incident of ATM Loss.</li> <li>• Transit Loss (loss of cash while the same is in transit i.e. after the cash is physically received from bank's currency chest till the same is either deposited in CRA's vault or CD or handed over back to the bank):- Bidder's liability will be limited to Transit Loss Liability Limit which is about Rs. 4,00,00,000/- per incident of loss.</li> <li>• Vault Loss (loss of cash while the same is in CRA's vault):- Bidder's liability will be limited to Vault Loss Liability Limit which is about Rs. 4,00,00,000/- per incident of loss.</li> </ul>	As cash is to be sourced by banking/WLA partner of selected bidder, hence cash has to be insured by selected bidder in compliance to guidelines issued by its banking/WLA partner.
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42	18	4.1.5	Any shortage or loss of cash, whatsoever and for whatever reason shall be made good to the respective cash supplying bank immediately without waiting for admissibility or settlement of the insurance claim. Any amount of such insurance claims received by bidder/cash supplying bank/RISL shall be remitted to the CRA by the cash-supplying bank after adjustment of outstanding dues if any. The CRA should ensure correctness and genuineness of the cash and shall take the ATM fit currency notes to its possession.	Cash shortage can occur due to multiple reasons such as (a) Currency dispensed due to switch malfunction; (b) Currency dispensed due to mistake or fraudulent instruction manually or electronically transmitted to the ATM; (c) discrepancies between network reports and ATM bill counter totals (in which case bill counter totals will be deemed conclusive); (d) RISL's mistakes in verification; (e) the failure of RISL's customers to properly seal deposit envelopes giving rise to claims for alleged differences in the amount said to have been deposited and the amount RISL actually received; (f) amounts said to be contained in deposit envelopes or deposits opened by RISL and found to contain an incorrect amount; (g) the use of forged or stolen debit and credit cards; (h) burglary; (i) act or omission or negligence of CRA; or (j) damage from breakage and vandalism. Further ATM supplied by the Bidder needs to successfully complete the UAT before same is supplied, installed and commissioned at RISL's premises. Thus we request RISL to kindly delete this clause.	please refer corrigendum
43	18	4.1.5 Cash Management Services	Cash in ATM will be insured by selected bidder.	Cash in ATM is usually insured by the brand owner i.e. in the case of Banks, the bank would take care of the cash in ATM insurance and hence request RISL to insure the cash in ATM while the bidder may insure the cash in transit/vault.	As cash is to be sourced by banking/WLA partner of selected bidder, hence cash has to be insured by selected bidder in compliance to guidelines issued by its banking/RBI.

44	18	4.1.5 Cash Management Services	Any amount of such insurance claims received by bidder/cash supplying bank/RISL shall be remitted to the CRA by the cash-supplying bank after adjustment of outstanding dues if any. The	Request RISL to clarify whether RISL would have a tie up with the cash supplying bank or whether the bidder is expected to bring the partner/bank.	bidder has to partner with a bank/WLA partner for cash management executing the project.
45	19	4.1.6	Managed Service Event/Incident Management Services	Request RISL to share details of Switch/ Host which will be used to share feed to enable real time Incident Management	Bidder has to establish connectivity from network switch of RISL's service provider to ATM switch of its Banking/WLA partner. Also please refer corrigendum.
46	19	4.1.6 Managed Services	General	We assume that all Managed services including cash forecasting is to be provided by the selected bidder on an opex model hosted from the bidder's premises. Request RISL to clarify.	Yes,cash forecasting is a part of managed service under CRA
47	20	4.1.6	EJ Pulling and Software Management Services - Archival and retrieval of images/video footage	Request RISL to confirm if retrieval of images are on adhoc basis to support dispute cases only.	Retrieval as per standard banking norms/Regulations
48	20	4.1.6	Any change in the design of ATM receipt would be done by the selected bidder at no cost to cash management service provider	Request RISL to limit change of Receipt Pattern to max 1 in a year with minimum 3 month advance notice.	Please refer Corrigendum

49	20		Consumable Management Services. - Journal Printer	Request RISL to clarity on Journal printer since they are using EJ. In the config JP is not mentioned. Does RISL need Journal Printer. Bidder Requests that Journal Printer need not be part of the config as the same is already captured in EJ.	Journal Printer is not needed.
50	21		Mobile ATM	How many hours in a day this machine needs to be on ,Insurance of mahcine and cash	As per RFP (already mentioned in RFP)
51	21	4.1.8	Deployment of Mobile ATMs and its Operation Management	Request <b>RISL</b> to provide the following details: <ul style="list-style-type: none"> <li>o Design of ATM van and Fabrication work .</li> <li>o RISL to provide the operation time of Mobile ATM Van</li> <li>o Night parking arrangement with Electrical Power connection for charging of UPS Batteries to be arranged by RISL.</li> <li>o Permission from Municipal Authorities / Police for parking and operating of vehicle will be by the RISL. Charges if any, will be borne by the RISL.</li> <li>o Does the RISL require a Gunman also with Mobile van</li> <li>o RISL to consider paying for Toll Tax &amp; Parking Charges at actual.</li> </ul>	please refer corrigendum

52	22	4.2	Timelines (from date of issue of work order i.e. T)	<p>Vortex manufacturing capacity is 250 nos. of ATMs per month against confirm Delivery Orders, which can be delivered within next 20 days from the date of successful Inspection (Pg. No. 53, Pt. No. 22) and/or receipt of Road Permit (if any).  T1 = T + 50 days for 250 order quantity  Total 1000 nos can be manufactured and delivered within 150 days from the date of receipt of confirm Delivery Orders.</p> <p>Request RISL to allow the bidder to complete the manufacturing and delivery in 150 days from delivery order/ Road permit</p>	please refer corrigendum
53	22	4.2 Project Deliverables, Milestones, Time Schedule & Payment Schedule	Providing Cash management services (fixed and mobile) and ATM services as per Scope of Work mentioned in section-4 of RFP for fixed ATMs.	Request RISL to allow for payment related to all opex items monthly in arrears.	please refer corrigendum
54	22	4.2 Project Deliverables, Milestones, Time Schedule & Payment Schedule	Rental for providing ATM Van as per route plan provided by RISL/designated authority as described in scope of work section 4 of RFP.	Request RISL to allow for payment related to all opex items monthly in arrears.	please refer corrigendum

55	23	5. INSTRUCTION TO BIDDERS (ITB) 1) About Rate Contract	This Rate-Contract shall be valid for a period of one (01) year from the date of agreement with the successful bidder(s). Rate Contract may be extended for a period of one (01) year with mutual consent on same terms and conditions	According to pg 6 of the RFP, the contract term is 6 years and the rate contract clause in pg 23 states that the rates are valid for 1 year which is extendable by 1 more year. Reading the two clauses together, we understand that the rates for the contract would be revised from year 3 onwards - please confirm.	Rate Contract of 1 year is for procurement purpose. However, ATMs supplied during rate contract period shall be maintained and operated by selected bidder for 6 years including its warranty for six years.
56	23 ; 29	5	Instruction to Bidders (ITB) 1) About Rate Contract Through this RFP, purchaser shall enter into a rate contract with successful bidder for the items as given in Bill of Material (Annexure-1) with specifications given in (Annexure-2) and for scope of work mentioned in section 4 of this RFP. This Rate-Contract shall be valid for a period of one (01) year from the date of agreement with the successful bidder(s). Rate Contract may be extended for a period of one (01) year with mutual consent on same terms and conditions. Work order will be placed to successful bidder for full-set of Items and services (ATM / Mobile ATMs / CRA) or for incomplete set of items depending upon tie-ups of RISL with banks or for varying quantities as well. In such cases when incomplete/ varying set is ordered the item which is not ordered, the	BIDDER would like to clarify that as per the scope of work section it appears that the project is for 6 years. However, in this Rule No. 5.1 it says 1 year and extended for further 1 year. BIDDER would requests the RISL to confirm on the term or agreement period.	Rate Contract of 1 year is for procurement purpose. However, ATMs supplied during rate contract period shall be maintained and operated by selected bidder for 6 years including its warranty for six years.

			<p>payment according to quoted value of that item shall not be made.</p> <p>13) Selection Method:  b) This Rate-Contract shall be valid for a period of one (01) year from the date of issue of letter of Rate Contract to the successful bidder(s). Rate Contract may be extended for a period of one (01) year with mutual consent on same terms and conditions.</p>		
57	32	16) Evaluation & Tabulation of Financial Bids	f) .... In case quality is also a criteria and the combined score of technical and financial evaluation is considered;	We assume that the financial bids of technically qualified bidders would be opened and the contract would be awarded to the L1 bidder as per financial bid. Request RISL to clarify the position and the requirement of combined technical and financial evaluation mentioned in this section.	as per rfp
58	33	19) Negotiations	General	RISL is obtaining the best rates from the market based on open tender process. Request RISL not to engage in further negotiation process and award the contract to L1 bidder as per the process.	As per RTPP Act and Rules/CVC guidelines, negotiations can be done by the purchaser with L-1 bidder only.

59	36	25 (a)	If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.	ATM prices are decided upon the (a) contract length i.e. deployment period; (b) commitment of minimum quantity; (c) configuration; and (d) terms and conditions such as payment term, LD, support requirement, taxes, AMC commitment etc. If there is any change, this severely impacts the overall business model. Request RISL to either remove this clause or include clauses which protects the bidder.	as per rfp
60	36	5	25) Right to vary quantity	BIDDER would requests RISL that the quantity and rate may be fixed, except for upward revision because the rates quoted by the BIDDER would be proportionate to the offer of quantities indicated or project by RISL. In case of any reduction in quantities, BIDDER requests RISL to consider paying the BIDDER compensation as may be mutually agreed between the parties. In this regard, BIDDER would like to discuss with RISL.	as per rfp

61	37	26 (d)	<p>Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-</p> <p>a. When any terms and condition of the contract is breached.</p> <p>b. When the bidder fails to make complete supply satisfactorily.</p> <p>c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.</p>	RISL is requested to provide 30 days cure period before exercising this right.	as per rfp
62	37	5	<p>27) Execution of agreement</p> <p>a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.</p> <p>b) The successful bidder shall sign the procurement contract within 7 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.</p>	BIDDER would request RISL to extend the timeline with any realistic timeline (say min of 45 days) for execution of agreement as 7 days is a too short period. Commencement of work may begin from the date of acceptance provided by the BIDDER to LOI or letter of acceptance. To this effect, BIDDER requests RISL to modify the rule.	as per rfp

63	38	5	27) Execution of agreement: d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.	BIDDER would requests RISL to relax its requirement by permitting the BIDDER to procure the non-judicial stamp paper from other State(s) too. As per Rajasthan Stamp Act, it is mandated that instruments chargeable with duty of the amount indicated in Schedule I of the Act, if the instrument is brought within or received in the State. Therefore, BIDDER procurement of stamp papers within Rajasthan is not required and BIDDER requests RISL to relax in this regard.	as per rfp
64	38	5	28) Confidentiality	secure back up can be taken using USB drives. Requesting to remove this clause.	as per rfp
65	48	9	Installation	Installation within 7 to 10 working days from the date of receipt of confirmation of site readiness for installation	As per RFP
66	48	14 (c)	For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.	RISL will appreciate the fact that taxes are controlled by the Government and future changes such as tax rate cannot be envisaged at this stage. Therefore, in case of any upward or downward revision in the tax structure imposed by the Government or implementation of any new tax, same shall be passed on to RISL.	as per rfp

67	48	6	7) Governing Law The Contract shall be governed by and interpreted in accordance with the laws of the Rajasthan State / the Country (India), unless otherwise specified in the contract.	BIDDER would requests RISL to modify as "laws of India" because that would be sufficient to include and cover State laws too.	as per rfp
68	48	6	8) Scope of Supply b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.	BIDDER would like to clarify that the supply requirements shall be stated in express terms and as per the bid submission and contract as mutually agreed in writing between the parties. In any event, inference based requirement may not be imposed or claimed on or against the BIDDER. BIDDER would requests RISL to modify this clause in this regard.	as per rfp
69	49; 50	6	12) Contract Price 13) Recoveries from Supplier/Selected Bidder 14) Taxes & Duties 20) Insurance	BIDDER would requests RISL to provide adequate opportunity of being heard and reasonable notice be provided to the BIDDER before taking any action of recovery of LD from BIDDER's bills.	as per rfp
70	50	15	The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Supplier/ Selected Bidder, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in	ATM offered by the Bidder is off-the self solution and same is not created or customized for RISL. Bidder will grant RISL, license to use the Software as per the terms and conditions of this RFP, thus all proprietary right, title and interest in the ATM will continue to remain with the Bidder and same will not become proprietary property of RISL. Thus, we request RISL to delete this clause accordingly.	as per rfp

			such materials shall remain vested in such third party.		
71	51	6	16) Confidential Information	BIDDER would requests RISL that the survival of confidentiality obligations post termination or expiry of the contract may be for a certain period, i.e. limited in terms of no. of years as mutually agreed, instead of perpetual surviving obligations.	as per rfp
72	52	20	Insurance	Transit insurance will be covered till the delivery of machine to the destination. If site is not ready for delivery then this insurance will be covered only for additional 7 days from the date of receipt of machine in near hub of transporter.	As per RFP (bidder may have a site readiness survey before delivery and report back to RISL for any issue pending with site)
73	53	6	22) Inspection	BIDDER would like to clarify that any audit will be cooperative of BIDDER's confidentiality and security restrictions and guidelines; and any other conditions shall be subject to parties mutually agreed terms. BIDDER will not be made liable for the cost of RISL's audit. In any event, RISL shall inform min of 15 days in advance of its audit or inspection requirement to the BIDDER and such audit / inspection shall be conducted during the normal working days and hours of the BIDDER.	as per rfp
74	55	27	Extension in Delivery Period and Liquidated Damages (LD)	Request you to add these following exclusions in terms of delivery period & liquidated damages its includes: Natural calamities & any other reason that is not attribute to supplier or vendor.	Force Meajure is already a part of RFP

75	56 to 58	6	28) Authenticity of Equipment 29) Warranty 30) Patent Indemnity	BIDDER would like to clarify that it shall pass through all relevant warranties and indemnities of the manufacturer to RISL for equipment, accessories etc	as per rfp
76	56	D	LD Clause	request you to either remove or reduce to upper cap of 5%	as per rfp
77	57	29	Warranty	need to get clarity on warranty start date, warranty date will be from date of delivery	Warranty shall start from date of establishment of ATM at site.
78	57	29) Warranty	General	Request RISL to specify the warranty period so that the bidders could quote accordingly.	Please refer corrigendum
79	58	30	a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: - i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and ii. the sale in any country of the products produced	With respect to IP infringement we agree to indemnify RISL subject to RISL follows following process: • Bidder's IP indemnification obligations are to defend RISL for any IP infringement claim against RISL by the IP owner, and pay any court awarded damages or any settlement that Bidder agrees to. • The IP infringement indemnification obligations of Bidder are subject to Bidder getting prompt notice, sole control of the IP infringement claim and requested support from RISL. • The IP infringement indemnification obligations do not include any claim based on a combination of ATM provided by Bidder with products not provided by the Bidder. • Bidder will be allowed to take all reasonable actions with respect to the accused products to mitigate any infringement claim; and	as per rfp

			<p>by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.</p>	<ul style="list-style-type: none"> <li>• The above is Bidder's entire obligations and RISL's sole remedy for IP infringement.</li> </ul>	
80	58	30	<p>b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such</p>	<p>With respect to IP infringement we agree to indemnify RISL subject to RISL follows following process:</p> <ul style="list-style-type: none"> <li>• Bidder's IP indemnification obligations are to defend RISL for any IP infringement claim against RISL by the IP owner, and pay any court awarded damages or any settlement that Bidder agrees to.</li> <li>• The IP infringement indemnification obligations of Bidder are subject to Bidder getting prompt notice, sole control of the IP infringement claim and requested support from RISL.</li> <li>• The IP infringement indemnification obligations do not include any claim based on a combination of ATM provided by Bidder with products not provided by the Bidder.</li> <li>• Bidder will be allowed to take all reasonable actions with respect to the accused products to mitigate any infringement claim; and</li> </ul>	as per rfp

			<p>proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.</p> <p>e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>	<ul style="list-style-type: none"> <li>• The above is Bidder's entire obligations and RISL's sole remedy for IP infringement.</li> </ul>	
81	59	6	<p>31) Limitation of Liability</p> <p>b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to</p>	<p>BIDDER would like to clarify that costs of repair / replacement for use of goods supplied due to lack of visibility of RISL or for any other persons, not engaged by the BIDDER shall not be imposed on the BIDDER by keeping it out of scope of LOL cap. BIDDER requests RISL that LOL Cap may be fixed at 10% of the total contract value and costs of repair/replacement shall be brought within the LOL cap, if the same is not</p>	as per rfp

			indemnify the Purchaser with respect to patent infringement.	directly attributable to the BIDDER or its personnel. BIDDER would like to bring it to the attention of RISL that as per Scope of Work stated in this RFP "RISL will engage banks in owning these ATMs for cash management services". If repair is necessitated due to rough handling or wring use of the ATMs serviced by CRAs engaged by banks, then the BIDDER shall not be made liable for the same by keeping repair out of LOL cap.	
82	59 to 60	6	33) Change orders and contract amendments	Business team to please review carefully of the requirements stated in this rule, as this rule will form part of the agreement to be executed with RISL, if the contract is awarded.	as per rfp
83	60	34(a)	Termination for Default	RISL is requested to provide 30 days cure period before exercising this right.	as per rfp
84	60	6	34) Termination a) Termination for Default b) Termination for Insolvency c) Termination for convenience	BIDDER would requests the RISL to consider having 90 days as cure period instead of 30 days as stated in the present clause. Also, Request the RISL to restrict the termination to performance reasons only and not for convenience as the BIDDER has to put-in substantial investment to cater to requirements of this RFP. BIDDER would requests the RISL that Termination for Insolvency clause be made mutual to the Parties. BIDDER would requests the RISL the transition services be provided by the BIDDER as per the mutually agreed terms and conditions, including commercials. BIDDER would like to discuss with RISL to include a	as per rfp

				crucial clause that is reasonable to provide termination rights for BIDDER for non-payment or non-performance by the RISL.	
85	61	35	Price fall	Prices will be fixed and will be based on RFP terms,Qty,duration,Config and cannot be changed	as per rfp
86	61	35	The prices under rate contract shall be subject to price fall clause. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving those fifteen (15) days time to intimate their acceptance to the revised price. b) Similarly, if a parallel rate contract holding firm	ATM price is decided on various factors including (a) contract length i.e. deployment period; (b) commitment of minimum quantity; (c) configuration and specifications; and (d) terms and conditions such as payment term, LD, support requirement, taxes, AMC commitment etc. Therefore unless above factors are applicable, we can not agree to RISL's requirement of refund of differential price only due to new equipments supplied at lower price. Thus we propose following revised clause: Bidder represents that the prices of equipment will be, at the time of purchase, comparable to or better than the prices being offered by Bidder to any governmental end-user customer of the Bidder engaging in a similar overall volume of business with Bidder who purchases the same ATM in same market condition, same technology, in like committed quantities, and within similar time frames, within the same geographic area, and under terms and	as per rfp

			reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.	conditions substantially similar to those between Bidder and RISL. RISL's sole remedy in the event of a breach of this representation is to receive like or comparable prices for the ATM."	
87	61	34 (c)	<p>Termination for Convenience</p> <p>i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.</p> <p>iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the</p>	As Bidder will be quoting the price of ATM with the assumption that RISL will procure the total number of ATMs specified in the RFP, we request RISL to terminate the Agreement only in the event of Bidder's default or insolvency of Bidder and kindly delete this Clause.	as per rfp

			<p>remaining Goods, the Purchaser may elect:</p> <p>a. To have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.</p> <p>iv. Operational issues/field issues related to performance of supplied devices, non-compliance of SLAs shall be treated under inconvenience and purchaser may initiate termination of contract on such grounds.</p>		
88	61	6	35) Price Fall	BIDDER would requests RISL that the rates quoted shall be fixed, except for upward revision. Therefore, BIDDER requests RISL to delete the clause.	as per rfp
89	61	34) Termination	<p>a) Termination for Default</p> <p>i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part:</p> <p>-</p>	Request RISL to provide a cure period of 60 days to make good the deficiency in service before resorting to termination.	as per rfp
90	61	34) Termination	c) Termination for Convenience	Bidder invests a lot of time and money in providing the services required under the contract and has back to back contracts with OEM/other service providers.	as per rfp

				Request RISL to remove the termination for convenience clause.	
91	61	35) Price Fall	General	The services provided by the bidder in the state to other companies/banks etc may be due to a larger nation wide contract where the prices could not be similar to the ones quoted under this RFP and hence request RISL to remove the fall clause from this RFP.	as per rfp
92	62 to 65	6	36) Exit Management	BIDDER would requests RISL that the transition services will be provided by the BIDDER as per the mutually agreed terms and conditions, including commercials.	as per rfp
93	65 and 66	6	37) Settlement of Disputes	BIDDER would requests RISL that if the dispute is not amicably resolved by the parties, then the same shall compulsorily be referred to and decided by arbitration tribunal (of 3 members - each party to appoint 1 member and the 2 appointed members will appoint the 3rd and presiding arbitrator) as per the provisions of Arbitration and Conciliation Act, as amended, instead of the standing committee as stated in this Rule. This is required as per the principles of natural justice because party to a dispute cannot act as a judge in his own case. As per the Arbitration and Conciliation Act, parties are free to decide on the arbitration proceedings. Therefore, BIDDER requests RISL to modify the clause as requested by RISL.	as per rfp

94	66	37 (c)	<p>Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.</p>	<p>Both parties must have equal right to represent themselves in the dispute resolution process, thus we request RISL to amend this clause to ensure that both parties jointly appoint the arbitrator for resolution of dispute. In the event both parties fail to jointly appoint an arbitrator, such arbitrator must be appointed in compliance with terms of Arbitration and Conciliation Act.</p>	<p>as per rfp</p>
95	67	7.2	<p>Service Level Standards/ Requirements/ Agreement</p>	<p>Request you to please kindly add following exclusion its includes: CRA downtime/travel time (blackout time) or any other reason that is not attribute to supplier or vender.</p>	<p>Please refer corrigendum</p>
96	67	2a	<p>Penalty</p>	<p>kindly revise from 20% to 10% as per indutry standard</p>	<p>Please refer corrigendum</p>

97	67 to 69	7	<p>2) Service Standards/Requirements/Agreement</p> <p>3) Change Requests/Management</p>	<p>Level</p> <p>If any customization is required, after issuance of work order/contract, pursuant to any directions issued by Ministry of Finance and/or other regulatory/statutory bodies or any change in applicable law or RBI guidelines/circulars, including but not limited to customisation, recalibration, new-calibration, switch level changes, or any additional modifications including modification to any hardware or software changes, and/or site visits, etc., shall be considered as change requests and the same will be done as per the mutually agreed costs. BIDDER would requests the RISL to modify the clause and BIDDER would like to discuss with the RISL in this regard.</p>	<p>Already covered under exculsion from penalty clause of corrigendum</p>
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98	68	Exclusions	<ol style="list-style-type: none"> <li>1. Scratch marks on the magnetic strip of a customer's card as a result of which the Equipment is not able to read the card</li> <li>2. Network related problems</li> <li>3. Non-availability of keys which give access to the inside of an Equipment</li> <li>4. Damage caused to Equipment due to improper electrical supply, raw power, earthing etc.</li> <li>5. Problems caused by power cuts and improper switching OFF/ON of Equipment after the restoration of power.</li> <li>6. Actual downtime on account of switch downtime</li> <li>7. Event of force majeure</li> <li>8. Core banking solution host outages</li> <li>9. Equipment at sites in rural areas, North East states, Jammu and Kashmir going down between 8 PM to 8 AM</li> <li>10. For Lakshadweep, Andaman and Nicobar, Ladakh response time will be mutually agreed</li> <li>11. Any other cause attributable to customer infrastructure</li> <li>12. Non accessibility to Equipment site</li> <li>13. Lock out of safe</li> <li>14. Any Equipment downtime caused by factors external to CD</li> <li>15. Delays caused due to unavailability of CIT schedule will be excluded from downtime calculation, arranging CIT schedule to facilitate NCR personnel to perform</li> </ol>	Please refer Corrigendum
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maintenance activities would be the responsibility of customer

16. Vandalism or misuse by the Bank, custodian or any other unauthorized person

17. Any downtime on account routine maintenance or backup activities such as EJ transactions backup etc.

99	71	1.1	2.9 GHZ Intel Core i3 or higher.	Vortex Offers low power Intel Atom Dual core/ 1.6Ghz processor. This processor support all the required ATM functions and there will be low heat dissipation, which will help ATM to function at higher temperature. Low power consumption will also help in selecting the optimum VA requirement of battery. Requesting to modify the clause as - Intel 1.6 Ghz Dual Core or higher	please refer corrigendum
100	71	1.5	DVD Writer	Secure back up can be taken using USB drives. Requesting to remove this clause.	please refer corrigendum
101	71	1.3	ANNEXURE-2: 1x 500 GB or higher SATA HDD (for OS). 1x500 GB or higher SATA HDD (for Camera Images).	Request RISL to also consider: 2*1TB HDD SATA	as per rfp
102	71	1.8	1.3 The selected Bidder should provide CDs with at least Windows 7 or above operating System/supported version of Windows /Linux operating system. The bidder is responsible to update the OS patches and upgrade the OS of CDs to higher version of Linux /supported version Windows operating system before expiry of extended support of Windows 7 from M/s Microsoft at no additional cost during both warranty and AMC period. Further, the Bidder should ensure that on up-gradation, there should	Bidder will support OS as on date of supply since microsoft is third party software service provider and Bidder will not have any control on third party. Costing of upgradation needs to be mutually agreed whenever upgradation required We agree to provide hardware support during the warranty and AMC to ensure that the specifications and functionalities specified in the RFP are maintained. However, any new regulatory compliance that may come in future, will attract charges (both for hardware & engineer visit charges). These can be mutually agreed between both the	please refer corrigendum

			be no disruptions of service and no performance related issues are faced.	parties. Hence, request you to have this clause eliminated	
103	71		DVD Writer	Bidder recommends not to have DVD writer. Request you to please remove the same	please refer corrigendum
104	72	1.16	ANNEXURE-2 CD must also have biometric authentication functionality with finger print reader as per Aadhar 2.0 Level 0 specifications and same is required from the initial stage. The CD should support Biometric functions and integrated with the Bank's Biometric solution and UIDAI certified solution (Aadhar) without any additional cost to the Bank. Compliance/ Provisional testing certificate from STQC/ Aadhaar should be submitted with technical bid. The Biometric Scanner should be STQC Certified with minimum Level 0 compliance and upgradable to Level 1 at no additional cost to the bank	We provide bio-metric device with level 0 aadhar 2.0 , but any upgradation in future in hardware & related cost needs to be born by RISL.	please refer corrigendum
105	73	3.8	Secure Divert cassette bin with lock and key.	Request to modify the clause as - Divert cassette bin with latch OR lock and key	Please refer corrigendum

106	73	2.2	ANNEXURE-2 S&G / MAS Hamilton capable of having electronics combination lock of 6+6 digits with dual custody and OTC facility. Dual Combination OTC Electronic Lock of 6+6 digits. Should be UL 437 VDS Certified.	Request you to please kindly amend this clause as : S&G / MAS Hamilton or equivalent capable of having electronics combination lock of 6+6 digits with dual custody and OTC facility. Dual Combination OTC Electronic Lock of 6+6 digits or electronics combination lock of 6+6 digits with dual custody and OTC facility. Dual Combination OTC Electronic Lock of 6+6 digits. Request you please kindly remove this UL 437 VDS certified as its related to mechanical lock	Please refer corrigendum
107	73	3.8	Secure Divert cassette bin with lock and key.	Bidder Would like to know why Divert Bin with Lock & key would be required.	Please refer corrigendum
108	74	5.3	ANNEXURE-2 Rugged, spill proof TDES enabled keyboard with polycarbonate tactile / stainless steel recessed (EPP Pin Pads) keys. EPP7 keypads to be PCI and ADA compliant.	EPP7 keypad doesn't exist, so please kindly remove the same & put EPP v 4.x	Please refer corrigendum
109	74	5,1	Color LCD/LED screen of minimum 15" or higher along with Touch and FDK Screen. (Both Touch Screen and FDK's are required)	Bidder recommend here to go only with Touch screen as this is the future machine	as per rfp
110	75	6.3	Support AES (Advanced Encryption Standard) in future without any additional hardware changes.	We agree to provide hardware support during the warranty and AMC to ensure that the specifications and functionalities specified in the RFP are maintained. However, any new regulatory compliance that may come in future, will attract charges (both for hardware & engineer visit charges). These can be mutually agreed between both the parties. Hence, request RISL to delete this clause	as per rfp

111	76	Annexure 2 - 11.7	<p>CD should be adequately hardened and only white listed necessary services run in the system (White listing of applications). No malware including viruses, worms and Trojans enter and Affect the system. CD should be pre- installed with whitelisting application solutions. All bidders must provide Whitelisting solution with following features-</p> <p>1. The solution must ensure that only whitelisted applications run on the CD</p> <p>2. The solution must prevent the execution of any nonwhitelisted files on the machine Bidder to provide standard whitelisting solution which should meet above requirements and should come preloaded in the CDs to be supplied and installed by the successful Bidders.</p>	<p>ATM once installed will be connected to RISL's network and bidder will not have any control to RISL's network, thus we request RISL to restrict this obligation till delivery of ATM and request revised clause as following: CD should be adequately hardened and only white listed necessary services run in the system (White listing of applications). No malware including viruses, worms and Trojans enter and Affect the system till the date of delivery of CD. CD should be pre- installed with whitelisting application solutions. All bidders must provide Whitelisting solution with following features-</p> <p>1. The solution must ensure that only whitelisted applications run on the CD</p> <p>2. The solution must prevent the execution of any nonwhitelisted files on the machine Bidder to provide standard whitelisting solution which should meet above requirements and should come preloaded in the CDs to be supplied and installed by the successful Bidders..</p>	As per rfp
112	79	19.1	Should operate in a range of temperature from 5 degree Centigrade to +50 degree centigrade	Bidder Recomend that the temperature be ammended to 10 Degree to 40 Degree Centigrade	as per rfp
113	80	UPS Battery specifications	Reputed & Reliable brands like Exide,Panasonic, and Quanta/ Amar raja and must be compatible with UPS OEM	if can have additional make of the batteries with OEMs like Hi power, UPLUS , etc to avoid pre and post sales service crises	please refer corrigendum

114	80	Isolation Transformer	Suitable capacity isolation transformer required at output	whether separate IT has to be supplied	please refer corrigendum
115	80	Battery Backup	Battery backup- 60 minutes with full load (Minimum 3000 VAH capacity)	For 60 mins backup, 51 Ah (~65AH) is sufficient whereas For 3000VAH – battery required is 83Ah (~100Ah) which gives 2 hours backup.	please refer corrigendum
116	83	ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE{to be filled by the bidder}	To, {Procuring entity},	we understand it means it has to be addressed to " Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)"  Request RISL to confirm	YES
117	84	ANNEXURE-5: SELF-DECLARATION {to be filled by the bidder}	for {Project Title},	Project Title : does it mean "Rate Contract for End to End Deployment and Managed Services of ATMs"  Request RISL to confirm.	YES

118	89	ANNEXURE-10: COMPONENTS OFFERED – BOM {to be filled by the bidder}	Product (Only one make and model)	Details	Request RISL to allow the Bidder to multiple makes and Model of CDs. If the RISL opts for Multiple make and model of CDs / ATMs with the same Technical specification it would help in faster deployment and achieve the timeline which the RISL wants. We also request RISL to allow Bidder to submit multiple MAFs in single bid.	As per RFP
119	92		BG validity		Bank Guarantee validity days are required here	120 Days from the date of bid submission

120	98 to 99	Annexure 13	Draft agreement format	<p>BIDDER would requests RISL that any binding terms and conditions or contract shall be on a mutually agreed terms, including the comments provided herein and the bid submissions made by the BIDDER.</p> <p>BIDDER requires inclusion of the following clauses to be on a mutually agreed basis and in this regard the BIDDER would like to discuss with RISL This list is inclusive in nature and not exhaustive.</p> <ol style="list-style-type: none"> <li>1) Limitation of Liability</li> <li>2) Non-solicitation</li> <li>3) Intellectual Property Rights</li> <li>4) Assignment etc</li> <li>5) Representation and Warranties</li> <li>6) Indemnities</li> <li>7) Arbitration</li> <li>8) LD</li> <li>9) Confidentiality</li> <li>10) Buyback of assets etc.</li> </ol>	as per RFP
121	BOQ _150 537.x ls	Item 1	Supply installation & maintenance of ATM machines along with all peripheral, Software, power back up and connectivity with the existing electricity and internet connectivity including costs of switching as defined in Scope of work section 4 of the RFP.	We assume that this cost does not include place for ATM, AC, VSAT, civil works, electricity, DG backup and other components related to site as the existing RISL infra would be leveraged as per pg 12 of the RFP. Request RISL to clarify.	query already answered above

122	BOQ _150 537.x ls	Item 1	Supply installation & maintenance of ATM machines along with all peripheral, Software, power back up and connectivity with the existing electricity and internet connectivity including costs of switching as defined in Scope of work section 4 of the RFP.	We assume that the 1000 quantity is for evaluation purposes as the RFP quantity as per pg 16 is 700 fixed ATM and 300 mobile ATMs. Request RISL to clarify.	As per RFP
123	BOQ _150 537.x ls	Item 1	Supply installation & maintenance of ATM machines along with all peripheral, Software, power back up and connectivity with the existing electricity and internet connectivity including costs of switching as defined in Scope of work section 4 of the RFP.	Request RISL to provide a placeholder for the bidder to quote SLM costs such as AMC for CD and other items as per the RFP etc.	as per rfp
124	BOQ _150 537.x ls	Item 2	Annual Cash Management Services Cost per ATM (Cash Availability and Cash Reconciliation including Cash Forecasting & Cash Sourcing) for 1000 ATMs (700 Fixed Locations and 300 Mobile ATMs) for 6 years.	We assume that this cost includes only cash management services and commercials related to other managed services items as per the RFP (eg: Helpdesk, Monitoring, EJ, FLM, Consumables etc) would be mutually discussed and agreed between RISL and the selected bidder. Request RISL to clarify.	as per rfp
125	BOQ _150 537.x ls	Item 3	Per Month Rental cost for branded vehicle for deployment of 300 Mobile ATMs and providing all operational services (including set up of ATM in Vechcile, Connectivity) as defined in Scope of Work section-4 of the RFP.	Request RISL to provide the branding related data so that the vendor could quote accordingly.	please refer corrigendum

126	BOQ _150 537.x ls	Item 3	Per Month Rental cost for branded vehicle for deployment of 300 Mobile ATMs and providing all operational services (including set up of ATM in Vechile, Connectivity) as defined in Scope of Work section-4 of the RFP.	We assume that the 1 quantity is for evaluation purposes as the RFP quantity as per pg 16 is 700 fixed ATM and 300 mobile ATMs. Request RISL to clarify.	As per RFP
127	BOQ _150 537.x ls	Item 4	Shifting cost of fixed ATM and establishing at new site.	We assume that all the shifting related work is within Rajasthan for the equipments supplied by the bidder only. Request RISL to clarify and provide the locations for shifting i.e. would this involve shifting within the city/town or shifting between two cities/towns within Rajasthan so that the bidder can quote accordingly.	within rajasthan
128	BOQ _150 537.x ls	Col 6	Per Unit GST Amount (in INR)	We assume that the bidder is expected to quote the GST prevailing at the time of bid submission and RISL would pay GST or any new taxes from time to time at the then applicable rates. Request RISL to clarify.	As per RFP
129	BOQ _150 537.x ls	General	Note:- Selection method is lowest evaluated technically responsive bid based on NPV defined in RFP.	The cost required for ATM is one time, cash management services is per year and the mobile ATM is per month rental. Request RISL to clarify on the methodology for calculating NPV from this template for evaluation.	Please refer corrigendum
130		General	TIS	TIS Details Specifications are not mentioned in RFP.	Please refer corrigendum
131					

132	13	3.2	Average Annual Turnover of the bidder/prime bidder during the last three financial years, i.e., from FY 2014-15 to FY 2016-17 (as per the last published audited balance sheets), should be at least Rs. 200.00 Crores.	Atleast 200 Crore in each of the last 3 years or total turnover of Rs. 200 crore in last three years?	Average Annual Turnover of the bidder/prime bidder during the last three financial years, i.e., from FY 2014-15 to FY 2016-17 (as per the last published audited balance sheets), should be at least Rs. 200.00 Crores.
133	16	4.1	Selected agency shall deploy 700 ATMs and 300 Mobile ATMs and associated infrastructure as per Annexure-1- Bill of material and Annexure-2- Technical Specifications.	As ATM technology (cash dispensers) is becoming outdated day by day, we request Bank to install Cash Recycling machines which apart from Cash dispense can also accept cash deposits from the customers. Also since InterBank Cash deposits will soon be announced by RBI/NPCI, any Bank customers can deposit cash in other Bank Cash recycler Machine.	as per rfp
134	16	4.1.1	All the locations are well equipped with physical infrastructure like electricity, connectivity (through Raj Net project by multiple mechanisms like Broadband, SATCOM, OTA, LAN, and RSWAN upto 2 Mbps), and other basic amenities.	whether all ASK branches are connected in the Datacentre through a private/secured network or unsecured network? This is required to ascertain if VSATs are required or not	As per RFP and Please refer corrigendum as well.

135	16	4.1.1	The ATMs have to be interfaced with the switch of banking partner of selected bidder. The selected bidder should supply only Lobby type ATM and it should be co-branded with Government scheme specific logo/messages. The ATMs have to be interfaced with the switch of banking partner of selected bidder.	Who will select the Bank for switching, cash and settlement? Bank or Vendor? Also, Banks typically may not offer their brands cobranded with a 3rd party. So this needs to be discussed with the selected Bank	Bidder has to partner with a bank/WLA partner for executing the project.
136	17	4.1.4	All Transactions acquired on the ATMs would be routed to the NPCI Switch for authorization and transaction processing.	On-us transactions are not required to be processed through NPCI	this shall be as per bank/WLA partner/Standard banking norms.
137	17	4.1.5	Initially bidder will be responsible for the cash management service for 2 years as RISL will engage banks in owning these ATMs for cash management services. However, it will be mandatory for the selected bidder to provide cash management services for the entire project period (6 Years) and for ATMs not owned by banks the order for cash management service will be issued separately.	what is the meaning of "owning ATMs for cash management services"? What will be the role of RISL in the cash management & reconciliation and dispute settlement?	This shall be as per bank/WLA partner of the bidder and its CRA. Hence cash management and reconciliation and disputes shall be governed as per agreement between selected bidder and its bank/WLA partner and its CRA.
138	17	4.1.5	The onus of arranging for cash to be loaded into the ATM lies with the bidder. If required, selected bidder may tie up with any bank/agency authorized to supply cash for ATMs	whether the vendor is allowed to install ATMs on "Cobranded White Label ATM" Model?	This shall be as per bank/WLA partner of the bidder and its CRA for overall cash management. ATM will be branded for Rajasthan State

139	18	4.1.5	Selected bidder will be responsible for reconciliation of cash and resolution of all related complaints received from customers.	whether reconciliation of CBR, EJ, TLF & GL is part of vendor?	This shall be governed as per agreement between selected bidder and its bank/WLA partner and its CRA.
140					
141	13	3.1) (4) Technical Capability- 2	Bidder/Prime Bidder should have a Managed Service Center operational in India and must be performing managed services of ATMs including but not limited 24x7 monitoring, call escalation, FLM, SLM, replacing , consumables, housekeeping, Ej Pulling, Cash forecasting, and cash replenishment etc. for atleast 1000 ATMs as on date of RFP and for a minimum of 5 Years should have a disaster recovery center and business continuation plan. Bidder/Prime Bidder should have internal control .....	Bidder/Prime Bidder should have a Managed Service Center operational in India and must be performing managed services of ATMs including but not limited 24x7 monitoring, call escalation, FLM, SLM, replacing , consumables, housekeeping, Ej Pulling, Cash forecasting, and cash replenishment etc. for atleast 1000 ATMs as on date of RFP and for a minimum of <b>3 Years</b> should have a disaster recovery center and business continuation plan.	Please refer corrigendum

142	17	4.1.5	Initially bidder will be responsible for the cash management service for 2 years as RISL will engage banks in owning these ATMs for cash management services. However, it will be mandatory for the selected bidder to provide cash management services for the entire project period (6 Years) and for ATMs not owned by banks the order for cash management service will be issued separately.	Request clarification on mentioned clause as not clear with the understanding. As below clause states something else.	as per RFP & corrigendum issued
143	17	4.1.5	The onus of arranging for cash to be loaded into the ATM lies with the bidder. If required, selected bidder may tie up with any bank/agency authorized to supply cash for ATMs.	Request clarification on mentioned clause as not clear with the understanding. As above clause states something else.	as per RFP & corrigendum issued
144	18	4.1.5	Cash Replenishment Services (CRS) shall be provided normally whenever required; such Services are known as "Scheduled Replenishment Services." Selected bidder shall respond to unscheduled service requests also. (Replenishment on Sundays and Holidays may also be required in emergency or Cash out situations. It is to be done at no extra cost to cash management service provider.	Basis clarity on sourcing of cash either by the Bank or Bidder for loading the ATMs. In case of ATMs to be loaded on Holidays and Sundays sourcing mechanism and cash vaulting would be mandatory.	as per RFP & corrigendum issued
145	18	4.1.5	The CRA should ensure correctness and genuineness of the cash and shall take the ATM fit currency notes to its possession.	Please clarify on how would the cash be sourced and if required counting machines would be made available	This shall be as per bank/WLA partner of the bidder and its CRA for overall cash management.

146	19	4.1.6	Remote support to field operatives and customers (From 08:00 AM to 08:00 PM) who want to contact for any ATM machine related reason.	Remote support can be provided to field operatives but bidder will not be able to support Bank customer calls	As per RFP
147	20	4.1.6	Electronic Journal (EJ) Pulling from ATM and pushing it to the designated server of RISL on a daily basis.	Clarity on EJ required by RISL and how would customer dispute management work.	Please refer Corrigendum
148	20	4.1.6	Archival and retrieval of images/video footage.	As understand this would be ATM internal images. What would be the frequency for archival and retrieval.	Reterieval as per standard banking norms/Regulations
149	20	4.1.6	Any change in the design of ATM receipt would be done by the selected bidder at no cost to cash management service provider.	Bidder accepts the changes would not be done on any additional cost but this should be restricted to maximum thrice a year. Additionally 45 prior notice to ensure existing stock is consumed and not wasted.	please refer corrigendum
150	21	4.1.6	In case of hardware issue, selected bidder will take up with the vendor/OEM immediately and follow-up rigorously till the fault is rectified.	In case of any hardware issues related to netwrok, AC and other equipements not under bidder scope will be highlihted and to be replaced by OEM/vendor basis arrangement with RISL.	Hardware here means with ATM make and model quoted and UPS
151	22	4.2	Timelines (from date of issue of work order i.e. T)	The mentioned timelines are very stringent and hence request relaxation	please refer corrigendum
152	22	4.2	Remaining 12% will be paid as following: - o 2% at the end of each year (1st year to 6th year) for providing successful managed services.	As per industry norms invoicing and payments are on monthly basis. Hence request to modify the clause for montly payments.	please refer corrigendum

153	67	7.2 (a)	The bidder shall guarantee a yearly uptime of 97% for each ATM in business hours. Daily business hours shall be from 08:00 AM to 08:00 PM	Request to revise the yearly uptime to monthly uptime for all calculations and payments.	please refer corrigendum
154	67	7.2 (a)	Penalty for not meeting uptime requirements are as under:	The penalties are on higher side and request revision along with a cap of 2% on total monthly managed service invoice.	please refer corrigendum
155	68	7.2 (a)	Exclusions from penalty (subject to providing the valid documentary proof):-	Request to incorporate following exclusions which: distance from base location to ATM, force majeure, electrical and earthing issues, power failures etc	Please refer corrigendum
156					
157	16	4.1.1	For installation of ATMs and associated infrastructure location and site shall be provided to selected agency at Atal Seva Kendras (ASKs) or any other government premises spread across the State of Rajasthan	Requesting RISL to clarify if the bidder is required to construct these sites with ACP paneling etc. for installation of ATMs	Please refer corrigendum

158	17	4.1.5	Initially bidder will be responsible for the cash management service for 2 years as RISL will engage banks in owning these ATMs for cash management services. However, it will be mandatory for the selected bidder to provide cash management services for the entire project period (6 Years) and for ATMs not owned by banks the order for cash management service will be issued separately.	Request RISL to clarify if the expectation is that the bidder should arrange for physical cash to replenish these ATMs as white label ATMs under GOR branding...? As per the industry practice the cash is provided by sponsor bank and bidder shall be liable for loading the cash provided by sponsor banks in these ATMs. We would request for clarification on this and request RISL to arrange for sponsor bank to provide cash for loading	This shall be as per bank/WLA partner of the bidder and its CRA. Hence cash management and reconciliation and disputes shall be governed as per RFP provision successful bidder may have agreement with its bank/WLA partner and its CRA accordingly.
159	16	4.1.2	The selected bidder should supply only Lobby type ATM and it should be co-branded with Government scheme specific logo/messages	Request the RISL to clarify whether the specific messages/ distribution material/ screens will be provided by Bank.	Design shall be provided by RISL and selected bidder has to brand the ATMs accordingly.
160	19	4.1.5	Cash out will be defined as: ATM is out of any denomination.	Request the RISL to remove the clause or amend the clause as Cash out will be considered when ATM stops transacting.	Please refer corrigendum

161	22	4.2	Timelines (from date of issue of work order i.e. T)	FIS OEM parter has manufacturing capacity is 250 nos. of ATMs per month against confirm Delivery Orders, which can be delivered within next 20 days from the date of successful Inspection (Pg. No. 53, Pt. No. 22) and/or receipt of Road Permit (if any). T1 = T + 50 days for 250 order quantity Total 1000 no's can be manufactured and delivered within 150 days from the date of receipt of confirm Delivery Orders.	Please refer corrigendum
162	52	20	Insurance	Transit insurance will be covered till the delivery of machine to the destination. If site is not ready for delivery then this insurance will be covered only for additional 7 days from the date of receipt of machine in near hub of transporter.	As per RFP (bidder may have a site readiness survey before delivery and report back to RISL for any issue pending with site)
163	70	1	Supply, Installation and maintenance of ATM machines along with all peripheral, Software, power back up and connectivity with the existing electricity and internet connectivity including costs of switching as defined in Scope of work section 4 of the RFP.	Request the RISL to clarify whether hardware for Network connectivity is to be arranged by bidder or will be provided by Bank.	Bidder has to establish connectivity from network switch of RISL's service provider to ATM swith of its Banking/WLA partner. To establish this connectivity if any hardware is required than it shall be responsibility of seected bidder.

164	71	1.1	2.9 GHZ Intel Core i3 or higher.	FIS OEM Partner offers low power Intel Atom Dual core/ 1.6Ghz processor. This processor support all the required ATM functions and there will be low heat dissipation, which will help ATM to function at higher temperature. Low power consumption will also help in selecting the optimum VA requirement of battery. Requesting to modify the clause as - Intel 1.6 Ghz Dual Core or higher	please refer corrigendum
165	71	1.5	DVD Writer	Secure back up can be taken using USB drives. Request the RISL to remove this clause.	please refer corrigendum
166	73	3.8	Secure Divert cassette bin with lock and key.	Request the RISL to modify the clause as - Divert cassette bin with latch OR lock and key	please refer corrigendum
167	73	2.2	S&G / MAS Hamilton capable of having electronics combination lock of 6+6 digits with dual custody and <b>OTC facility</b> . Dual Combination OTC Electronic Lock of 6+6 digits. Should be UL 437 VDS Certified.	UL 437 - VDS Certification is applicable for an additional mechanical lock which is fixed in addition to the OTC lock on the safe door. Requesting RSIL to confirm whether the additional mechanical lock is required.  If not, then requesting to remove the clause - Should be UL 437 VDS certified.	please refer corrigendum
168	70	1	Supply, Installation and maintenance of ATM machines along with all peripheral, Software, power back up and connectivity with the existing electricity and internet connectivity including costs	Please clarify if the switching services need to be included, if yes will it be hosted or licensed. How should the bidder quote for switching commercials and what will be the exact scope for providing switching services for these ATMs	Bidder has to establish connectivity from RISL's service provider to ATM swith of its Banking/WLA partner. To establish this

			of switching as defined in Scope of work section 4 of the RFP.		connectivity if any hardware is required than it shall be responsibility of seected bidder. Please refer corrigendum as well.
169		1	Supply, Installation and maintenance of ATM machines along with all peripheral, Software, power back up and connectivity with the existing electricity and internet connectivity including costs of switching as defined in Scope of work section 4 of the RFP.	How mant ATMs should the bidder consider for providing the switching services, if RISL is going to partner with banks to run these ATMs then their respective switch vendor will support for switching.	as per rfp
170	70	1	Per Month Rental cost for branded vehicle for deployment of 300 Mobile ATMs and providing all operational services (including set up of ATM in Vechcile, Connectivity).	Request RISL to define the scope of bidder for mobile ATMs, What should be the vehicle length, type etc. for fabricating the mobile van, what inclusions are required from bidder to run these mobile ATMs	please refer corrigendum
171	70	1	Managed services cost for 700 ATMs	Request RISL to include the place holder for quoting the Opex per ATM per month managed services price for 700 ATMs at seva Kendra's.	as per rfp
172	79	19.1	Should operate in a range of temperature from 5 degree Centigrade to +50 degree centigrade.	Request RISL to modify the clause as - Operating range 5 Deg C to 45 Deg C	as per rfp
173					
174	22	4.2	Timelines (from date of issue of work order i.e. T)	Vortex manufacturing capacity is 250 nos. of ATMs per month against confirm Delivery Orders, which can be delivered within next 20 days from the date of successful Inspection (Pg. No. 53, Pt. No. 22) and/or receipt of Road Permit (if any).	please refer corrigendum

				T1 = T + 50 days for 250 order quantity Total 1000 nos can be manufactured and delivered within 150 days from the date of receipt of confirm Delivery Orders and/or receipt of Road Permit (if any).	
175	48	9	Installation	Installation within 7 to 10 working days from the date of receipt of confirmation of site readiness for installation	As per RFP (bidder may have a site readiness survey before delivery and report back to RISL for any issue pending with site)
176	52	20	Insurance	Transit insurance will be covered till the delivery of machine to the destination. If site is not ready for delivery then this insurance will be covered only for additional 7 days from the date of receipt of machine in near hub of transporter.	As per RFP (bidder may have a site readiness survey before delivery and report back to RISL for any issue pending with site)
177	71	1.1	2.9 GHZ Intel Core i3 or higher.	Vortex Offers low power Intel Atom Dual core/ 1.6Ghz processor. This processor support all the required ATM functions and there will be low heat dissipation, which will help ATM to function at higher temperature. Low power consumption will also help in selecting the optimum VA requirement of battery.  Requesting to modify the clause as - Intel 1.6 Ghz Dual Core or higher	Please refer corrigendum
178	71	1.5	DVD Writer	Secure back up can be taken using USB drives. Requesting to remove this clause.	Please refer corrigendum

179	73	3.8	Secure Divert cassette bin with lock and key.	Request to modify the clause as - Divert cassette bin with latch OR lock and key	Please refer corrigendum
180	73	2.2	S&G / MAS Hamilton capable of having electronics combination lock of 6+6 digits with dual custody and OTC facility. Dual Combination OTC Electronic Lock of 6+6 digits. Should be UL 437 VDS Certified.	UL 437 - VDS Certification is applicable for an additional mechanical lock which is fixed in addition to the OTC lock on the safe door. Requesting bank to confirm whether the additional mechanical lock is required.  If not, then requesting to remove the clause - Should be UL 437 VDS certified.	Please refer corrigendum
181	79	19.1	Should operate in a range of temperature from 5 degree Centigrade to +50 degree centigrade.	Requesting to modify the clause as - Operating range 5 Deg C to 45 Deg C	as per rfp
182	<b>RFP Page No.</b>	<b>RFP Rule No.</b>	<b>Rule Details</b>	<b>Query /Suggestion/ Clarification</b>	
183	16	4.1.1	Selection of site for installations ATMs (To be provided by RISL)	What will happen if Site provided by RISL is not Feasibility for ATM Deployment.	As per RFP (bidder may have a site readiness survey before delivery and report back to RISL for any issue pending with site)
184	17	4.1.4	Networking for connectivity of ATMs	We want to clarify the point that RISL will provide the network connectivity in ASK till the point where ATM has to be installed along with RJ connector. Is our understanding correct.	RISL shall provide connectivity to its router at ASK. Connectivity from router at ASK to ATM site at ASK shall be established by selected bidder.

185	18	4.1.5	"..... (Replenishment on Sundays and Holidays may also be required in emergency or Cash out situations. It is to be done at no extra cost to cash management service provider."	We request RISL to limit such incidents as this is extra cost to the company. This will not a regular affair and by limiting it will allow us to plan it properly.	as per RFP
186	22	4.2 (1)	Timelines	Procuring Mobile Vans & getting it fabricated is a time consuming activity. We request RISL to increase the timelines for Mobile Vans from 30 days to atleast 75 days.	Please refer corrigendum
187	22	4.2 (1)	Remaining 12% will be paid as following: - o 2% at the end of each year (1st year to 6th year) for providing successful managed services.	We request RISL to consider accepting PBG for 12% balance amount and releasing the balance 12% payment alongwith 88% payments.	Please refer corrigendum
188	22	4.2 (2)	Timelines	We request RISL to consider making payment for these services on quarterly basis instead of annual.	Please refer corrigendum
189	70	Annexure 1	Bill Of Material (BOM)	We request RISL to provide detaled specification of Mobile VAN which has to be deployed by vendor.	Please refer corrigendum
190	79	22	UL (Underwriters Laboratory Inc. USA) 291 Level 1 Certification for CD/CR Currency Chest or CEN 1 certificate	We request RISL to make changes in line with point no. 2.1 on page no. 73. CEN L and UL 291 Level 1 Safe is of same level. So requested to kindly change CEN 1 to CEN L.	Please refer corrigendum

191			Earthing	ATM requires proper and separate earthing at each site. Please confirm whether RISL will get the same done as RFP is silent on this aspect.	Please refer corrigendum
192	5		Last Date & Time of Submission of Bid	We request RISL to keep minimum of 10 working days after giving response to pre-bid queries for bid submission.	as per rfp
193	55	27	Extension in Delivery Period and Liquidated Damages (LD)	<b>Request you to add these following exclusions:</b> in terms of delivery period & liquidated damages its includes: Natural calamities & any other reason that is not attribute to supplier or vendor.	as per rfp
194	67	7.2	Service Level Standards/ Requirements/ Agreement	<b>Request you to please kindly add following exclusion:</b> its includes: CRA downtime/travel time (blackout time) or any other reason that is not attribute to supplier or vender.	Please refer Corrigendum
195	71	1.3	ANNEXURE-2: 1x 500 GB or higher SATA HDD (for OS). 1x500 GB or higher SATA HDD (for Camera Images).	<b>we would like to recommend</b> SSD HDD for mobile ATM machines, as it will support as per road conditions ,instead of SATA HDD. Also we request to consider two saperate commercial offers for normal ATM & mobile ATM machines as specifications for both the machines are different.	as per rfp

196	71	1.5	ANNEXURE-2 DVD Writer	<b>We would like to recommend to</b> remove DVD writer from machine specifications, as its extra facility in CD machine & also it will allow fraudulent activities on the machine.	Please refer Corrigendum
197	71	1.8	ANNEXURE-2 The selected Bidder should provide CDs with at least Windows 7 or above operating System/supported version of Windows /Linux operating system. The bidder is responsible to update the OS patches and upgrade the OS of CDs to higher version of Linux /supported version Windows operating system before expiry of extended support of Windows 7 from M/s Microsoft at no additional cost during both warranty and AMC period. Further, the Bidder should ensure that on up-gradation, there should be no disruptions of service and no performance related issues are faced.	Windows 10 E or above	Please refer Corrigendum

198	72	1.16	<p>ANNEXURE-2 CD must also have biometric authentication functionality with finger print reader as per Aadhar 2.0 Level 0 specifications and same is required from the initial stage. The CD should support Biometric functions and integrated with the Bank's Biometric solution and UIDAI certified solution (Aadhar) without any additional cost to the Bank. Compliance/ Provisional testing certificate from STQC/ Aadhaar should be submitted with technical bid. The Biometric Scanner should be STQC Certified with minimum Level 0 compliance and upgradable to Level 1 at no additional cost to the bank.</p>	<p>We provide bio-metric device with level 0 aadhar 2.0 , but any upgradation in future like level 1 hardware &amp; related cost needs to be born by client, because today reference cost for Level 1 device is not even available with suppliers.</p>	<p>If UIDAI mandates for migration from L-0 to L-1, in that case the cost shall be borne by RISL on the mutually agreed commercials. However RISL is free to conduct this exercise with any other RD service provider or directly with the OEM of aadhaar authentication device.</p>
199	73	2.2	<p>ANNEXURE-2 S&amp;G / MAS Hamilton capable of having electronics combination lock of 6+6 digits with dual custody and OTC facility. Dual Combination OTC Electronic Lock of 6+6 digits. Should be UL 437 VDS Certified.</p>	<p><b>Request you to please kindly amend this clause as :</b> S&amp;G / MAS Hamilton or equivalent capable of having electronics combination lock of 6+6 digits with dual custody and OTC facility. Dual Combination OTC Electronic Lock of 6+6 digits with all international certifications <b>or</b> electronics combination lock of 6+6 digits with dual custody and OTC facility. Dual Combination OTC Electronic Lock of 6+6 digits. Request you please kindly remove this UL 437 VDS certified as its related to mechanical lock with all international certifications.</p>	<p>please refer corrigendum</p>

200	74	5.3	ANNEXURE-2 Rugged, spill proof TDES enabled keyboard with polycarbonate tactile / stainless steel recessed (EPP Pin Pads) keys. EPP7 keypads to be PCI and ADA compliant.	EPP7 keypad is a model name & it doesn't exist, so please kindly remove the same & put EPP v 4.x or above	please refer corrigendum
201	13	Eligibility 3.1.3	Bidder/prime bidder should have a prior experience of supply/installation and maintenance of at-least 1000 ATMs in last three years from the date of submission of RFP.	With a view to ensure that the bank gets PROVEN and well established CDs, we request bank to modify the clause as follows - "Minimum 3,000 numbers of the offered make and model should have been installed in India as on the date of this RFP."	please refer corrigendum
202	15	Eligibility 3.1.7	Bidder must be a manufacturer OR its authorized partner based in India and it shall furnish necessary proof for the same in the specified format.	Request the Bank to ensure that the bidders manufacturing facilities must be physically located in India and should also be ISO 9001:2015, 14001:2015 & BS OHSAS 18001:2007 certified. These certifications are mandatory for manufacturing concerns.	as per RFP
203	73	2.3	Alarm sensor for temperature status, vibration status and chest open status while sending signals / messages to switch / management center/control panel of the Bank.	From a capability perspective, and from an industry standard - Only chest door status can be sent to the Switch. Hence request bank to please mention the need for sending messages for Chest open cases only.	as per RFP
204	73	3.8	Secure Divert cassette bin with lock and key.	Convenience cassette (with latch) are the latest standards in lieu of cassettes with lock and key. Request bank to please modify the requirement as "Secure cassettes with latch".	Please refer corrigendum

205	76	11.7	No malware including viruses, worms and Trojans enter and Affect the system	CDs can be affected on account of viruses, malwares etc., control of which, may not be within the direct purview of the OEMs. Hence request bank to please remove this clause.	as per rfp
206	78	16.2	The Bidder should also agree to install any third party software selected by the Bank for EJ pulling at no extra cost to the Bank also provide support for upgradation and distribution to each CD at no extra cost to bank during the contract period.	The timelines involved in the deployment of a third party software and its implications on the functionalities of the ATMs are unknown. Hence we request that the Activity and deployment charges be reimbursed to the OEMs.	Please refer corrigendum
207	16	4.1	Details of Scope of work(SOW)	Annexure -1 Bill of Material and Annexure -2 does not cover detailed specifications of electrical equipments, site specifications, materials required etc. We request for aDetailed BOQ with Air-conditions , Signage , VMs and electrical specifications of assets and items. This shall help us quote better	Please refer corrigendum
208	17	4.1.3	Implementations Services at Site	Site infrastructure Equipment's Specifications reference given for annexure -2 in Page nos70 but No details there in the same as well	as per rfp
209	17	4.1.4	Networking for connectivity of ATMs	We seek details of assets and accessories to enhance the connectivity from ASKs to ATM lobby. Please support	as per rfp

210	21	4.1.8	Deployment of Mobile ATMs and Its Operations And Management	It shall help if RajCOMP can help and recommend on the type of vehicle for enabling Mobile ATMs : Tata-Winger / SFC 410 Ambulance / 207 Genio / Mahindra -Pick up / Bolero etc.	Please refer corrigendum
211				For Mobile ATMs, we understand that components like Gunman, Driver etc. shall be under the purview of RajCOMP. PLease clarify. Further it shall help if details on Elements like: GPS Equipped vehicle / Burglar Alarm / External CCTV / Genset / UPSConnectivity (Sim Based Router ) / Whether Bullet Proof Vehicle needed / Tire Jammers if required /ATM (Front Loading /Rear Loading) / Modification fabrication design / Enhanced insulation for Air Condition /additional Fans and accessories etc. If Power is also in Bidders scope, please elaborate arrangements for charging of batteries in Nonoperational Hrs.	Please refer corrigendum
212	68	7.2	Exclusions from penalty (subject to providing the valid documentary proof):-	We request that Exclusions should include non-OEM dependencies like TM keys, Damage due to bad / raw power and delay in approvals.	Please refer corrigendum
213	22	4.2	Project Deliverables, Milestones, Time Schedule & Payment Schedule	Payment terms are not clear. Payment mentioned is annually, which needs to be clarified.	Please refer corrigendum
214	67	2.a	Penalty - Calculation	Will the ATM availability/uptime based on 24 hours or shall be limited to 12 hours i.e. Business hours 8am to 8pm. Please clarify.	Please refer corrigendum

215	68	2.a	Exclusions from penalty	<p>We request bank to please add the following w.r.t Exclusions from Penalty: Existing Switch failure. Planned maintenance. Admin activities. Night /Restricted/Sensitive area accessibility as approved by the Bank. Any reason either due to the action or inactions of THE BANK and its representatives or for any reason beyond the reasonable control of VENDOR. Force Majeure/Political Unrest/Vandalism. Power outages - Scheduled/Unscheduled. Hardware instances arising out of Unfit Cash supplied by Bank. ATM shifting .</p>	Please refer corrigendum
216	20	4.1.6	Software and Screen distribution from selected bidders' management center (selected bidder's server).	We request that there be a capping on the numbers to - 2 requests per month	Please refer corrigendum
217	20	4.1.6	Archival and retrieval of images/video footage.	We understand that this shall be based on requests raised by the bank. Please help and clarify.	Retrieval as per standard banking norms/Regulations

218	78	16.2	<p>CD should be capable of supporting third party software agent such as SDMS/RADIA/INFOBASE etc.</p> <p>The Bidder should also agree to install any third party software selected by the Bank for EJ pulling at no extra cost to the Bank and also provide support for upgradation and distribution to each CD at no extra cost to bank during the contract period.</p>	<p>We request that there should be an agreement with the OEM vendors that the EJ software agent should be in the whitelisted category and any of the machine level upgradations/activities carried out by OEM vendor should not have an impact on the working of the EJ software leading to its disconnections and multiple SLM visits. Please clarify</p>	<p>Please refer corrigendum</p>
219	Info Required	-	<p>Response Time</p>	<p>We request bank to please elaborate the expected Response time for FLM/SLM vendors, with site classifications Urban, Rural, Semi-Urban.</p>	<p>As per rfp</p>
220	19	4.1.6	<p>Managed Event/Incident Management Services Service</p>	<p>Request Bank to share details of Switch/ Host which will be used to share feed to enable real time Incident Management</p>	<p>Bidder has to establish connectivity from network switch of RISL's service provider to ATM swith of its Banking/WLA partner.</p>
221	20	4.1.6	<p>EJ Pulling and Software Management Services - Archival and retrieval of images/video footage</p>	<p>Request Bank to confirm if retrieval of images are on adhoc basis to support dispute cases only.</p>	<p>Reterieval as per standard banking norms/Regulations</p>
222	20	4.1.6	<p>Any change in the design of ATM receipt would be done by the selected bidder at no cost to cash management service provider</p>	<p>Request Bank to limit change of Receipt Pattern to max 1 in a year with minimum 3 month advance notice.</p>	<p>Please refer corrigendum</p>

223	5		Last date and time of submission of Bid	please extend it for two weeks as it is complex bid and we need two weeks for several approvals	Please refer corrigendum
224	92		BG validity	Bank Guarantee validity days are required here	120 Days from the date of bid submission
225	19-20		EJ pulling and software Management Services	please clarify who will provide EJ software here	EJ software has to be provided by selected bidder. Please refer corrigendum.
226	20		Consumable Management Services. - Journal Printer	request bank to clarity on Journal printer since they are using EJ. In the config JP is not mentioned. Does Bank need Journal Printer. Bidder Requests that Journal Printer need not be part of the config as the same is already captured in EJ.	Journal Printer is not needed.
227	21		Mobile ATM	how many hours in a day this machine needs to be on ,Insurance of mahcine and cash	Please refer corrigendum
228	56	D	LD Clause	request you to either remove or reduce to upper cap of 5%	As per rfp
229	57	29	Warranty	need to get clarity on warranty start date, warranty date will be from date of delivery	Warranty shall start from date of establishment of ATM at site. Warranty shall be for a period of 6 years.
230	61	35	Price fall	Prices will be fixed and will be based on RFP terms,Qty,duration,Config and cannot be changed	as per rfp
231	67	2a	Penalty	kindly revise from 20% to 10% as per indutry standard	Please refer corrigendum

232	68		Exclusions	<ol style="list-style-type: none"> <li>1. Scratch marks on the magnetic strip of a customer's card as a result of which the Equipment is not able to read the card</li> <li>2. Network related problems</li> <li>3. Non-availability of keys which give access to the inside of an Equipment</li> <li>4. Damage caused to Equipment due to improper electrical supply, raw power, earthing etc.</li> <li>5. Problems caused by power cuts and improper switching OFF/ON of Equipment after the restoration of power.</li> <li>6. Actual downtime on account of switch downtime</li> <li>7. Event of force majeure</li> <li>8. Core banking solution host outages</li> <li>9. Equipment at sites in rural areas, North East states, Jammu and Kashmir going down between 8 PM to 8 AM</li> <li>10. For Lakshadweep, Andaman and Nicobar, Ladakh response time will be mutually agreed</li> <li>11. Any other cause attributable to customer infrastructure</li> <li>12. Non accessibility to Equipment site</li> <li>13. Lock out of safe</li> <li>14. Any Equipment downtime caused by factors external to CD</li> <li>15. Delays caused due to unavailability of CIT schedule will be excluded from downtime calculation, arranging CIT schedule to facilitate NCR personnel to perform</li> </ol>	Please refer corrigendum
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				<p>maintenance activities would be the responsibility of customer</p> <p>16. Vandalism or misuse by the Bank, custodian or any other unauthorized person</p> <p>Any downtime on account routine maintenance or backup activities such as EJ transactions backup etc.</p>	
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233	71	1.8	<p>1.3 The selected Bidder should provide CDs with at least Windows 7 or above operating System/supported version of Windows /Linux operating system. The bidder is responsible to update the OS patches and upgrade the OS of CDs to higher version of Linux /supported version Windows operating system before expiry of extended support of Windows 7 from M/s Microsoft at no additional cost during both warranty and AMC period. Further, the Bidder should ensure that on up-gradation, there should be no disruptions of service and no performance related issues are faced.</p>	<p>Bidder will support OS as on date of supply since microsoft is third party software service provider and Bidder will not have any control on third party. Costing of upgradation needs to be mutually agreed whenever upgradation required We agree to provide hardware support during the warranty and AMC to ensure that the specifications and functionalities specified in the RFP are maintained. However, any new regulatory compliance that may come in future, will attract charges (both for hardware &amp; engineer visit charges). These can be mutually agreed between both the parties. Hence, request you to have this clause eliminated</p>	<p>Please refer corrigendum</p>
234	74	5,1	<p>Color LCD/LED screen of minimum 15" or higher along with Touch and FDK Screen. (Both Touch Screen and FDK's are required)</p>	<p>Bidder recommend here to go only with Touch screen as this is the future machine</p>	<p>as per rfp</p>
235	74	5.9	<p>Adherence to Persons with Disability standards compliance. give details; Cash Dispenser should be accessible to physically Challenged, Wheel Chair Access and Visually Challenged as per ADA, Access-For-All (AFA) &amp; RBI guidelines</p>	<p>Request bank to ensure that machine needs to be ADA ( american Disability act)</p>	<p>as per rfp</p>

236	75	6.3	Support AES (Advanced Encryption Standard) in future without any additional hardware changes.	We agree to provide hardware support during the warranty and AMC to ensure that the specifications and functionalities specified in the RFP are maintained. However, any new regulatory compliance that may come in future, will attract charges (both for hardware & engineer visit charges). These can be mutually agreed between both the parties. Hence, request you to have this clause eliminated	
237	71		DVD Writer	Bidder recommends not to have DVD writer. Request you to please remove the same	Please refer corrigendum
238	73	3.8	Secure Divert cassette bin with lock and key.	Bidder Would like to know why Divert Bin with Lock & key would be required.	Please refer corrigendum
239	79	19.1	Should operate in a range of temperature from 5 degree Centigrade to +50 degree centigrade	Bidder Recomends that the temperature be ammended to 10 Degree to 40 Degree Centigrade	as per rfp

240	18	4.1.5	<p>Selected bidder shall take adequate insurance policy for the value of entire cash throughout the Cash Replenishment Services Cycle for all sorts of risks including fidelity clause arising from acts of omission / commission/dishonesty of its employees and/or its authorised agents. The loss-payee endorsement of such insurance policies shall be in favour of RISL and it shall be ensured that the amount of claim, if any, shall be paid by the insurance companies directly to RISL. Copy of the Insurance policy should be submitted to RISL. The bidder shall pay the premium for obtaining insurance cover for the Cash in Transit. Insurance policy should be in force.</p>	<p>We would like to clarify that the insurance for cash while in the custody of cash replenishment agency and for the acts of infidelity of its employees is taken by the cash replenishment agency and not by the MS vendor. We will ensure that copies of these insurance policies are furnished to RISL and RISL is named as beneficiary in those policies.</p>	<p>Please refer corrigendum</p>
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241	18	4.1.5	Cash in ATM will be insured by selected bidder.	<p>As an industry standard ATM Cash insurance needs to be obtained by RISL . Bidder will ensure that the Cash Replenishment Agency engaged for performing cash replenishment obtains and maintains the necessary insurance for Transit Loss and Vault Loss as mentioned below. Bidder agrees to take the responsibility of cash loss in the following circumstances:-</p> <ul style="list-style-type: none"> <li>• ATM Loss (loss of cash from ATM):- Bidder will be liable for ATM loss only if it is proved that such loss directly resulted from Bidder/CRA employee's dishonesty, negligence or intentional acts or omissions. Bidder's liability will be limited to ATM Loss Liability Limit which is about Rs. 40,00,000 per incident of ATM Loss.</li> <li>• Transit Loss (loss of cash while the same is in transit i.e. after the cash is physically received from bank's currency chest till the same is either deposited in CRA's vault or CD or handed over back to the bank):- Bidder's liability will be limited to Transit Loss Liability Limit which is about Rs. 4,00,00,000/- per incident of loss.</li> <li>• Vault Loss (loss of cash while the same is in CRA's vault):- Bidder's liability will be limited to Vault Loss Liability Limit which is about Rs. 4,00,00,000/- per incident of loss.</li> </ul>	As cash is to be sourced from banking/WLA partner of selected bidder, hence cash has to be insured by selected bidder in compliance to guidelines issued by its banking/WLA partner.
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242	18	4.1.5	<p>Any shortage or loss of cash, whatsoever and for whatever reason shall be made good to the respective cash supplying bank immediately without waiting for admissibility or settlement of the insurance claim. Any amount of such insurance claims received by bidder/cash supplying bank/RISL shall be remitted to the CRA by the cash-supplying bank after adjustment of outstanding dues if any. The CRA should ensure correctness and genuineness of the cash and shall take the ATM fit currency notes to its possession.</p>	<p>Cash shortage can occur due to multiple reasons such as (a) Currency dispensed due to switch malfunction; (b) Currency dispensed due to mistake or fraudulent instruction manually or electronically transmitted to the ATM; (c) discrepancies between network reports and ATM bill counter totals (in which case bill counter totals will be deemed conclusive); (d) RISL's mistakes in verification; (e) the failure of RISL's customers to properly seal deposit envelopes giving rise to claims for alleged differences in the amount said to have been deposited and the amount RISL actually received; (f) amounts said to be contained in deposit envelopes or deposits opened by RISL and found to contain an incorrect amount; (g) the use of forged or stolen debit and credit cards; (h) burglary; (i) act or omission or negligence of CRA; or (j) damage from breakage and vandalism. Further ATM supplied by the Bidder needs to successfully complete the UAT before same is supplied, installed and commissioned at RISL's premises. Thus we request RISL to kindly delete this clause.</p>	Please refer corrigendum
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243	36	25 (a)	If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.	ATM prices are decided upon the (a) contract length i.e. deployment period; (b) commitment of minimum quantity; (c) configuration; and (d) terms and conditions such as payment term, LD, support requirement, taxes, AMC commitment etc. If there is any change, this severely impacts the overall business model. Request RISL to either remove this clause or include clauses which protects the bidder.	as per rfp
244	37	26 (d)	Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:- a. When any terms and condition of the contract is breached. b. When the bidder fails to make complete supply satisfactorily. c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.	RISL is requested to provide 30 days cure period before exercising this right.	as per rfp
245	48	14 (c)	For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.	RISL will appreciate the fact that taxes are controlled by the Government and future changes such as tax rate cannot be envisaged at this stage. Therefore, in case of any upward or downward revision in the tax structure imposed by the Government or implementation of any new tax, same shall be passed on to RISL.	as per rfp

246	50	15	<p>The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Supplier/ Selected Bidder, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.</p>	<p>ATM offered by the Bidder is off-the self solution and same is not created or customized for RISL. Bidder will grant RISL, license to use the Software as per the terms and conditions of this RFP, thus all proprietary right, title and interest in the ATM will continue to remain with the Bidder and same will not become proprietary property of RISL. Thus, we request RISL to delete this clause accordingly.</p>	<p>as per rfp</p>
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247	58	30	<p>a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -</p> <ul style="list-style-type: none"> <li>i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and</li> <li>ii. the sale in any country of the products produced by the Goods.</li> </ul> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.</p>	<p>With respect to IP infringement we agree to indemnify RISL subject to RISL follows following process:</p> <ul style="list-style-type: none"> <li>• Bidder's IP indemnification obligations are to defend RISL for any IP infringement claim against RISL by the IP owner, and pay any court awarded damages or any settlement that Bidder agrees to.</li> <li>• The IP infringement indemnification obligations of Bidder are subject to Bidder getting prompt notice, sole control of the IP infringement claim and requested support from RISL.</li> <li>• The IP infringement indemnification obligations do not include any claim based on a combination of ATM provided by Bidder with products not provided by the Bidder.</li> <li>• Bidder will be allowed to take all reasonable actions with respect to the accused products to mitigate any infringement claim; and</li> <li>• The above is Bidder's entire obligations and RISL's sole remedy for IP infringement.</li> </ul>	as per rfp
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b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.

e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as

			<p>a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>		
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249	60	34(a)	Termination for Default	RISL is requested to provide 30 days cure period before exercising this right.	as per rfp
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250	61	34 (c)	<p>Termination for Convenience</p> <p>i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.</p> <p>iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>a. To have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.</p>	<p>As Bidder will be quoting the price of ATM with the assumption that RISL will procure the total number of ATMs specified in the RFP, we request RISL to terminate the Agreement only in the event of Bidder's default or insolvency of Bidder and kindly delete this Clause.</p>	<p>as per rfp</p>
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			<p>iv. Operational issues/field issues related to performance of supplied devices, non-compliance of SLAs shall be treated under inconvenience and purchaser may initiate termination of contract on such grounds.</p>		
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251	61	35	<p>The prices under rate contract shall be subject to price fall clause. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving those fifteen (15) days time to intimate their acceptance to the revised price.</p> <p>b) Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.</p>	<p>ATM price is decided on various factors including (a) contract length i.e. deployment period; (b) commitment of minimum quantity; (c) configuration and specifications; and (d) terms and conditions such as payment term, LD, support requirement, taxes, AMC commitment etc. Therefore unless above factors are applicable, we can not agree to RISL's requirement of refund of differential price only due to new equipments supplied at lower price. Thus we propose following revised clause: Bidder represents that the prices of equipment will be, at the time of purchase, comparable to or better than the prices being offered by Bidder to any governmental end-user customer of the Bidder engaging in a similar overall volume of business with Bidder who purchases the same ATM in same market condition, same technology, in like committed quantities, and within similar time frames, within the same geographic area, and under terms and conditions substantially similar to those between Bidder and RISL. RISL's sole remedy in the event of a breach of this representation is to receive like or comparable prices for the ATM."</p>	as per rfp
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252	66	37 (c)	<p>Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.</p>	<p>Both parties must have equal right to represent themselves in the dispute resolution process, thus we request RISL to amend this clause to ensure that both parties jointly appoint the arbitrator for resolution of dispute. In the event both parties fail to jointly appoint an arbitrator, such arbitrator must be appointed in compliance with terms of Arbitration and Conciliation Act.</p>	s per rfp
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253	76	Annexure 2 - 11.7	<p>CD should be adequately hardened and only white listed necessary services run in the system (White listing of applications). No malware including viruses, worms and Trojans enter and Affect the system. CD should be pre- installed with whitelisting application solutions. All bidders must provide Whitelisting solution with following features-</p> <ol style="list-style-type: none"><li>1. The solution must ensure that only whitelisted applications run on the CD</li><li>2. The solution must prevent the execution of any nonwhitelisted files on the machine Bidder to provide standard whitelisting solution which should meet above requirements and should come preloaded in the CDs to be supplied and installed by the successful Bidders.</li></ol>	<p>ATM once installed will be connected to RISL's network and bidder will not have any control to RISL's network, thus we request RISL to restrict this obligation till delivery of ATM and request revised clause as following: <u>CD should be adequately hardened and only white listed necessary services run in the system (White listing of applications). No malware including viruses, worms and Trojans enter and Affect the system till the date of delivery of CD. CD should be pre- installed with whitelisting application solutions. All bidders must provide Whitelisting solution with following features-</u></p> <ol style="list-style-type: none"><li><u>1. The solution must ensure that only whitelisted applications run on the CD</u></li><li><u>2. The solution must prevent the execution of any nonwhitelisted files on the machine Bidder to provide standard whitelisting solution which should meet above requirements and should come preloaded in the CDs to be supplied and installed by the successful Bidders..</u></li></ol>	as per rfp
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254	79	ANNEXURE-2: TECHNICAL SPECIFICATIONS/ FUNCTIONAL REQUIREMENT SPECIFICATIONS: ITEM No. 2- Online UPS (For both Fixed and Mobile ATMs)	Overall Efficiency (AC-AC) - $\geq$ up to 93%	It is requested to kindly amend the clause to read as: <b>"Overall Efficiency (AC-AC) - <math>\geq</math>upto 85%"</b> which is as per industry standards (for transformer based UPS Systems).	Please refer corrigendum
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255	79	ANNEXURE-2: TECHNICAL SPECIFICATIONS/ FUNCTIONAL REQUIREMENT SPECIFICATIONS: ITEM No. 2- Online UPS (For both Fixed and Mobile ATMs)	Voltage range - 160V – 280V (full load); 110V-300V (50% load)	It is requested to kindly amend the clause to read as: <b>"Input Voltage Range - 160V AC-270V AC"</b> on NO LOAD to Full LOAD which is as per industry standards & covers the voltage variation issues prevalent in Indian Sub Continent.	Please refer corrigendum
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256	79	ANNEXURE-2: TECHNICAL SPECIFICATIONS/ FUNCTIONAL REQUIREMENT SPECIFICATIONS: ITEM No. 2- Online UPS (For both Fixed and Mobile ATMs)	Power Factor - $\geq 0.99$ , $\geq 0.95$	As per the industry standards and Indian electric rules, input power factor may be $\geq 0.9$ . Higher PF is generally required for higher rating UPS System. Also the Technical specifications of DGSnD, NIC and other Mission Mode Projects of DIT which are being framed for multi locational Installations, the I/P p.f being asked for is $\geq 0.9$ only. Request to kindly amend the same.	Please refer corrigendum
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257	80	ANNEXURE-2: TECHNICAL SPECIFICATIONS/ FUNCTIONAL REQUIREMENT SPECIFICATIONS: ITEM No. 2- Online UPS (For both Fixed and Mobile ATMs)	Battery Backup - 60 minutes with full load (Minimum 3000 VAH capacity)	The specified VAH is on the higher side: Suggested Minimum VAH: 2000 VAH which will be sufficient for 1 KVA UPS with 60 minutes backup on load of upto 800W	Please refer corrigendum
258	80	ANNEXURE-2: TECHNICAL SPECIFICATIONS/ FUNCTIONAL REQUIREMENT SPECIFICATIONS: ITEM No. 2- Online UPS (For both Fixed and Mobile ATMs)	Isolation Transformer - Suitable capacity isolation transformer required at output	Kindly confirm that an inbuilt transformer in UPS is required.	as per RFP it is required to supply isolation transformer

259	80	ANNEXURE-2: TECHNICAL SPECIFICATIONS/ FUNCTIONAL REQUIREMENT SPECIFICATIONS: ITEM No. 2- Online UPS (For both Fixed and Mobile ATMs)	<b>Automatic fan speed control (as load varies)</b>	This clause may be deleted as it does not do any value add & only contributes to cost increase.	Please refer corrigendum
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260	80	ANNEXURE-2: TECHNICAL SPECIFICATIONS/ FUNCTIONAL REQUIREMENT SPECIFICATIONS: ITEM No. 2- Online UPS (For both Fixed and Mobile ATMs): <b>Annexure B Battery Specifications</b>	UPS Battery specifications - <b>Battery Type – Sealed Lead Acid Maintenance Free</b> with quality standards: ISO9001, ISO 14001, <b>QS9000</b> .	We suggest Lithium Ion batteries to be used in lieu of SMF Batteries which charge in 2 Hours instead of 8-12 hours required for SMF Batteries. This will be useful for area where limited grid supply is available as well as for deployment with Mobile ATM.  Also, QS 9000 is a company level certification based on quality system requirements related specifically to the automotive industry. Hence, It is requested to kindly delete QS9000 requirement.	Please refer corrigendum
261	81	ANNEXURE-2: TECHNICAL SPECIFICATIONS/ FUNCTIONAL REQUIREMENT SPECIFICATIONS: ITEM No. 2- Online UPS (For both Fixed and Mobile ATMs): <b>Annexure B Battery Specifications</b>	THSP should provide ETDC (Electronics Test & Development Centre) test reports to ensure quality of battery.	Request to kindly ask for batteries type tested as per JISC 8702 standards from any NABL approved lab/ETDC/BIS.	Please refer corrigendum

262			<b>Suggestions</b>	<p>We suggest to ask for Solar Hybrid UPS solution to be used at locations where grid supply is intermittent or not available. Such UPS will have provision to charge batteries through solar panel when sun is available &amp; through grid supply when adequate sunlight is not available. Hence, Solar Compatible UPS may be preferred.</p> <p>This will ensure better availability of power supply and also ensure longevity of batteries.</p>	as per rfp
263	13	3.1.2	<b>Financial Turnover</b>	<p>Financial Turnover Eligibility Criteria for bidder is at least 200 Crores average turnover for last three financial years. As per our discussion during pre-bid meeting we request you to kindly consider financial criteria of 200 Crores Turnover of previous one year FY (2016-17) .</p>	As per RFP
264	21	4.1.8	<b>Deployment of Mobile ATM</b>	Clarification required for VAN (Vehicle ) model	Please refer corrigendum