



UCO BANK

Business Process Reengineering and Business Transaction Department

**Request for Proposal (RFP) For Supply, Installation & Maintenance of 300 Nos. of New ATMs Under CAPEX Model
RFP Ref. No: UCO/DIT/316/2022-23 Date: 30/04/2022**

**Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s) Amendments, Addendums and Corrigendum
uploaded on 20/05/2021**

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
1	12	6	Presently Bank is having 2021 CAPEX ATMs. OEM who has supplied 60% or more of the existing CAPEX ATMs are not eligible to participate in this RFP.	<p>We would request Bank to modify the clause as - Presently Bank is having 2021 CAPEX ATMs. OEM who has supplied 70% or more of the existing CAPEX ATM are not eligible to participate in this RFP.</p> <p>Justification: This clause deprives a Make in India company from participating in the tender. At the same time, If the bank wants to avoid concentration of machines from a single vendor, we request the bank to introduce L1 & and L2 with 60% and 40% share respectively.</p>	Clause stands as per RFP
2	16	Clause No.4	Earnest Money Deposit	Requested Changes:- Bank should provide a cure period of 30 days before forfeiting the Earnest Money Deposit	Clause stands as per RFP

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3	16	4 Earnest Money Deposit a.	If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).	We trust that Bank refers here to date of opening of technical bid which is/would be a fixed date. We hope that it's not linked to opening of commercial bid since that date is not definitive. Bank issuing EMD BG would object to such vague & indefinite date to count 180-days of validity period. Hence, we request Bank to modify both these clauses to read as: '180 days from date of submission of bids'.	Clause stands as per RFP
4	16	4	Earnest Money Deposit Rs 50,00,000/- (Rupees fifty lakh only, in the form of BG)	Please consider: Bidder Declaration form. As Indian Government guide lines.	Clause stands as per RFP
5	17	Clause no. 5	Rejection of Bid	Requested Changes:- Bank should provide a cure period of 7 days before rejecting Bid	Clause stands as per RFP
6	21	21	Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of bid opening prescribed by UCo Bank.	We trust that Bank refers here to date of opening of technical bid which is/would be a fixed date. We hope that it's not linked to opening of commercial bid since that date is not definitive. Bank issuing EMD BG would object to such vague & indefinite date to count 180-days of validity period. Hence, we request Bank to modify both these clauses to read as: '180 days from date of submission of bids'.	Clause stands as per RFP
7	27	Purchase Preference only "Class-I Local Supplier"., as defined under the order, shall be eligible to bid irrespective of purchase value.	We wish to bring to Bank's attention that the relevant GoI directives cited by the Bank DO NOT restrict procurement from ONLY 'Class-I Local Suppliers', but also allows 'Class-II Local Suppliers'. These	Clause is self explanatory

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				directives require purchasers to apply Purchase Preference to Class-I Local Suppliers w.r.t. L1 bidder from any other category so long as such Class-I supplier is within the defined margin of purchase preference (in case of this RFP, it's 20% as per last bullet under 33.1 on page 28). We feel that Bank must ensure healthy competition amongst all comparable alternatives with strong credentials, in its own interest to obtain competitive bids. We, therefore, request Bank should extend qualification to Class II local suppliers as well; andB) Irrespective of Bidders producing Auditor's Certificates, Bank must undertake thorough examination of any claim (Class I or Class II) by visiting assembly manufacturing facilities of the OEMs to inspect & verify materials inward records / bills to ascertain REAL source of major components/assemblies - imported & consumed in India or actually Made-in-India.	
8	28	33.2 Verification of Local Content b.	In case of procurement for a value in excess of Rs 10 Crores , the 'Class-I Local Supplier' / 'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies)or from a practicing cost accountant or practicing chartered	We wish to bring to Bank's attention that the relevant GoI directives cited by the Bank DO NOT restrict procurement from ONLY 'Class-I Local Suppliers', but also allows 'Class-II Local Suppliers'. These directives require purchasers to apply Purchase Preference to Class-I Local	Clause is self explanatory

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			accountant (in respect of suppliers other than companies) giving the percentage of local content.	Suppliers w.r.t. L1 bidder from any other category so long as such Class-I supplier is within the defined margin of purchase preference (in case of this RFP, it's 20% as per last bullet under 33.1 on page 28). We feel that Bank must ensure healthy competition amongst all comparable alternatives with strong credentials, in its own interest to obtain competitive bids. We, therefore, request Bank should extend qualification to Class II local suppliers as well; andB) Irrespective of Bidders producing Auditor's Certificates, Bank must undertake thorough examination of any claim (Class I or Class II) by visiting assembly manufacturing facilities of the OEMs to inspect & verify materials inward records / bills to ascertain REAL source of major components/assemblies - imported & consumed in India or actually Made-in-India.	
9	35	1.8 Scope of Work	The vendor should undertake the grouting as part of installation activity without any additional cost to the Bank. The ATM area is to be dug out to build a 6" thick concrete platform with reinforced concrete. Bolts have to be fixed into the concrete and the ATM has to be installed on the bolts. If the site doesn't have platform, grouting can be done through chemical component technology. This will	Bidder suggest to avoid Pit Grouting due to following shortcomings:- -CD downtime of 8-10 required to do the grouting compared no downtime for industry standard grouting. -Major modification required if CD is slotted and will involve higher TIS cost -Costly as compared to industry standard grouting	Clause stand as per RFP.

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			ensure that the ATM machine is safe from any burglary or theft. Bank can permit grouting of the ATM with anchor fasteners without digging the floor wherever it is not feasible for grouting.		
10	35	1.3	Successful Bidder should certify that full range of technology support in the form of hardware/software/spares and maintenance will be available for minimum 7 years.	We notice that Bank has assured contract for only 5 years. Please appreciate that Bidder/Vendor needs to have back-to-back commitment from its sub-vendors / suppliers of components which can't be ensured without visibility of corresponding assured revenue. Hence, we request Bank that such support beyond contract period would be on best efforts basis and at mutually agreeable commercials. We request Bank to appreciate that Bidder is liable to supply machines as per specifications in the RFP as on date of bid submission. Any subsequent upgrades caused by any reason/s not directly attributable to Bidder & hence unforeseeable at the time of bid submission, must be on mutually agreed Terms & Conditions, including commercials. We request Bank to modify this clause accordingly.	Hardware support should be provided for 3 year warranty, 2 year of AMC which can be further extended for 2 years at mutually agreeable cost(if extended by Bank).
11	36	1.9	The selected bidder will also be responsible for the de-grouting activity of the ATM in case of replacement of OLD ATM.	Bank is requested to share the list of the sites of Old ATMs	Shall be shared with successful bidder.

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12	36	1.1	Successful Bidder will deliver along with the ATM, 5 rolls of receipt paper of 400 meters for each ATM.	Bank is requested to please revise the clause <i>"Successful Bidder will deliver along with the ATM, 5 rolls of receipt paper of 400 meters for each ATM or will supply the number of rolls equal to 2000 meters"</i> Some ATM models may not have 400 Meter roll fitting functionality so per ATM 400 Meter roll will not be feasible.. or Please amend this as "Successful Bidder will deliver along with the ATM, 5 rolls of receipt paper as per the ATM specification"	Kindly refer corrigendum
13	36	1.11	ATM should have vinyl wrapping as per Bank's branding. The vinyl wrap of the ATM will be on three side (left, right & front) of the ATM and Bank will provide the required design/image for vinyl wrapping, bidder should make necessary CDR file of the artwork based in their machine size without any cost to bank. Bidder should ensure that vinyl wrap should have a life of minimum warranty period of 3 year plus 2 years of AMC and further extendable period of 2 year. In case the vinyl wrap gets torn or discoloured, the vendor is required to wrap it again without any additional cost to the Bank.	Bank is requested to keep "vinyl wear & tear" a chargeable activity and cost to be borne by bank. Customers have tendency of peeling of such wraps and OEM may not have any control on the same.	Clause stand as per RFP.
14	36	1.14	Successful Bidder should ensure the proper verification of earthing voltage within acceptable range before ATM installation.	Successful Bidder will ensure that first ATM installation is done only when the earthing voltage are within acceptable range, if not engineer will inform bank. However this will be bank's responsibility	Clause is self explanatory

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				to maintain good site working conditions including acceptable earthing range.	
15	36	1.15	In the event if any equipment supplied by Successful Bidder, reaches either end of support or end of life as stipulated in this clause, within the period of 7 years, Successful Bidder has to immediately replace/upgrade the equipment at no additional cost to the Bank.	<p>We notice that Bank has assured contract for only 5 years. Please appreciate that Bidder/Vendor needs to have back-to-back commitment from its sub-vendors / suppliers of components which can't be ensured without visibility of corresponding assured revenue. Hence, we request Bank that such support beyond contract period would be on best efforts basis and at mutually agreeable commercials.</p> <p>We request Bank to appreciate that Bidder is liable to supply machines as per specifications in the RFP as on date of bid submission. Any subsequent upgrades caused by any reason/s not directly attributable to Bidder & hence unforeseeable at the time of bid submission, must be on mutually agreed Terms & Conditions, including commercials. We request Bank to modify this clause accordingly.</p>	Hardware support should be provided for 3 year warranty, 2 year of AMC which can be further extended for 2 years at mutually agreeable cost(if extended by Bank).
16	36	1.10	Successful Bidder will deliver along with the ATM, 5 rolls of receipt paper of 400 meters for each ATM.	<p>Please clarify:</p> <p>The size of paper roll of 400 meters will be around 7" of diameter.</p>	Kindly refer corrigendum

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				Please confirm that UCO Bank accept CD/ATMs with lower paper capacity, as 3" of diameter, lower capacity.	
17	37	3.2 Scope of Work	In the event of Original Software Developer ceasing support to the existing operating system within contract period, Successful Bidder shall upgrade and install the latest higher version of operating system and all application software supporting the operating software for satisfactory function of ATM on all ATM deployed with no extra cost to Bank. Successful Bidder shall also upgrade hardware required to support the higher version of operating system (if required) during the contract period.	As we cannot envisage the Original software ceasing support for OS as that is not in bidders control, any higher version of OS required or any Hardware required to support the higher version of OS, in such scenario both OS and Hardware upgrade required if any has to be done on mutually agreed cost.	Kindly refer prebid query SI No. 18 for clarification.
18	116	7.3	Microsoft Windows 10.....Windows 10 OS should be upgradable to Windows 11 as the need arises at no cost to Bank.	We request Bank to keep Windows 11 outside the scope of the project. Windows 11 is not released under long term support LTSC hence this will not be available and not sure it is going to be released anytime soon. Currently we cannot scope and provision the PC Core for the same. Win 10 what is being supplied is having support until 2029	As mentioned in query that Win 10 is having support until 2029 therefore need for upgradation to Win 11 may not arise during contract period.
19	37	3 OS AND SOFTWARE COMPATIBILITY	3.1 Successful Bidder must ensure before delivery that Hard disk is encrypted and operating system is hardened to block the services which are not required. Successful Bidder has to provide comprehensive white listing solution to prevent the machine from	Bidder would request bank to clarify if the Bank intends to recover loss only in the event the Bidder fails to encrypt or hardened to block the services which are not required by the Bank; or fails to provide comprehensive white listing	Clause is self explanatory

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			any cyber-attack, intrusion, virus, worm, malware, Trojan any other malicious software or similar vulnerability known as on date as well as future emergence. Successful Bidder to ensure implementation of only essential services and the security to the satisfaction of Bank's IT Security team. In case of any deviation / vulnerability, vendor to revert back to system hardening, post blocking as specified by Bank at no extra cost to Bank within shortest possible time.	solution or fails to load the antivirus on the cah Dispenser? The bidder can take teh responsibility as on date not for teh future emergence	
20	37	2. SWITCH INTEGRATION	2.2 The Bank proposes to connect ATM to its Euronet Switch. Successful Bidder will take total responsibility for supplying, installation and Maintenance of ATM and making them operational with integration to Euronet switch within the schedules as mentioned for delivery and installation without any additional cost to Bank. It is the responsibility of Successful Bidder to obtain necessary licenses from Euronet Switch.	Need more clarification, As of now for ATM application and bank switch communication there is no such license process.	If any license is required by Euronet to operate the ATM, same need to be taken by successful bidder.
21	37	3 OS AND SOFTWARE COMPATIBILITY	3.1 Successful Bidder must ensure before delivery that Hard disk is encrypted and operating system is hardened to block the services which are not required. Successful Bidder has to provide comprehensive white listing solution to prevent the machine from any cyber-attack, intrusion, virus, worm, malware, Trojan any other malicious software or similar vulnerability known as on date as well as future emergence. Successful Bidder	As per technical specification HDD encryption should be ATM specific, We have encrypt HDD at site during ATM installation.	Clause is self explanatory

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			to ensure implementation of only essential services and the security to the satisfaction of Bank's IT Security team. In case of any deviation / vulnerability, vendor to revert back to system hardening, post blocking as specified by Bank at no extra cost to Bank within shortest possible time.		
22	37	3.2	Bidder shall also upgrade hardware required to support the higher version of operating system (if required) at mutually agreed cost during the Contract period.	<p>We notice that Bank has assured contract for only 5 years. Please appreciate that Bidder/Vendor needs to have back-to-back commitment from its sub-vendors / suppliers of components which can't be ensured without visibility of corresponding assured revenue. Hence, we request Bank that such support beyond contract period would be on best efforts basis and at mutually agreeable commercials.</p> <p>We request Bank to appreciate that Bidder is liable to supply machines as per specifications in the RFP as on date of bid submission. Any subsequent upgrades caused by any reason/s not directly attributable to Bidder & hence unforeseeable at the time of bid submission, must be on mutually agreed Terms & Conditions, including commercials. We request Bank to modify this clause accordingly.</p>	Clause is self explanatory
23	37	3.4	3.4 Successful Bidder shall be responsible for timely applying/loading of all the software	As there are limitation of connectivity and bandwidth to push OS update patches	Kindly refer corrigendum

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			patches into all the individual ATM, other Hardware if any during the Warranty and AMC period. There should be centralized applying of OS as well as application patches including Windows patches. This job has to be done as a part of Warranty and AMC support services, without any extra cost to the Bank.	remotely please consider:3.4 Successful Bidder shall be responsible for timely applying/loading of all the software patches into all the individual ATM, if any during the Warranty and AMC period. If possible, OEM shall give preference to do it by centralized applying of OS as well as application patches including Windows patches. This job has to be done as a part of Warranty and AMC support services, without any extra cost to the Bank	
24	38	4.1	During the Warranty and AMC period, Successful Bidder shall extend the On Site Service Support. The scope of Warranty and AMC shall include fixing the ATM problems, Up-gradation (required in cases like end of support supply, installation and implementation of upgraded versions of software (updates/ upgrades), Rectification of Bugs/defects if any, quarterly preventive maintenance of Hardware/Software, reinstallation of firmware/ software, reconnection of EJ agent whenever required without any additional cost.	Bidder requests bank to re-consider this clause and keep "the bank induced events" on chargeable basis t bank.	Clause stand as per RFP
25	38	4.2	ATM should have design which provides protection from Rats, snakes etc. to infiltrate in the machine. Successful Bidder has to arrange for replacement of the damaged part / replacement of machine as the case may be during the life of ATM in case of any loss due	Bidder requests bank to re-consider this clause and keep "parts damaged due to rodent menace" on chargeable basis. Bidder will provide the cash dispenser / ATM design as such that Rodent can not enter but maintaining site hygiene is under bank's scope.	Clause stand as per RFP

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			to Rats, snakes etc. Bank will not entertain any claim of any part damages by Rats, Snakes etc.	Nearby eateries, customers leaving food residuals at site attracts rodents at site and at the time of cash loading rodents may enter the ATM machine, when door is opened.	
26	39	4.3	Bank will pay for replacement of parts on chargeable basis only in case of damage due to theft attempt/burglary/vandalism and force majeure during the contract period. In such cases vendor should submit the proof of such events while submitting the quotes for replacement on chargeable basis. Bank will not entertain claims like damage due to fluctuation in powers, AC not working, damage due to rodents etc.	Bidder will replace damaged parts at free of cost under CAMC as first instance only after receiving the confirmation from bank that site conditions have been restored to normal & favourable to good working condition for the machine & engineer. Second Instance onwards, bidder requests bank to pay charges for replacement of parts damaged due to fluctuation in powers, AC not working, damage due to rodents etc for second instance onwards. This modification is requested to keep a threshold free replacement as such conditions will make the ATM down again and again.	Clause stand as per RFP
27	39	4.3	Bank will pay for replacement of parts on chargeable basis only in case of damage due to theft attempt/burglary/vandalism and Force Majeure during the contract period. In such cases vendor should submit the proof of such events while submitting the quotes for replacement on chargeable basis. Bank will not entertain claims like damage due to fluctuation in powers, AC not working, damage due to rodents etc.	We suggest that Bidder shall not be liable for replacement in case of physical damage, mis-handling, misuse/abuse by end-user customer or any 3 rd -party. We request Bank to modify this clause accordingly.	Clause is self explanatory

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28	39	4.4	On receipt of Bank's approval for parts replacement, repair/replacement has to be carried out and completed within 48 hours, else, the delay will be counted as downtime and penalty will be levied as mentioned in Penalty and Liquidity Damages clause. If any delay occurs due to part of Bank, penalty will not be charged.	Bank is requested to add the words in clause "If any delay occurs due to part of Bank & external factors , penalty will not be charged.	Clause is self explanatory
29	39	4.5	If any particular machine is frequently becoming out of order for mechanical reasons for more than three times in a month and for two consecutive months, the Bank may ask Successful Bidder to replace the machine and vendor should replace the machine with another new machine at no extra cost to the Bank.	We request Bank that replacement of any machine due to repetitive faults/downtime should be resorted to only after Bidder/Vendor has completed Root Cause Analysis (RCA). If RCA indicates causes not attributable to the machine, even a new machine may get damaged. We request Bank to allow Bidder / Vendor to decide about such replacement thru' an RCA.	Clause stand as per RFP
30	39	4.8	Successful Bidder should perform the various activities apart from scope of services defined during warranty and AMC at the instance of Bank like IP changing activities, changes in cassette configurations, assisting custodian to change combination lock password, loading of additional screens without any additional cost on account of Engineer visit charges during warranty and at a mutually agreed cost during AMC period.	We request Bank to limit number of such 'free' visits for causes not attributable to the Bidder/Vendor to a maximum of 4 in any given year, beyond which such visits should be payable by the Bank. We request Bank to modify this clause accordingly.	Clause stand as per RFP
31	41	4.19	Successful Bidder shall provide FLM, SLM, Preventive Maintenance (once in a quarter) and AMC services	Under clause 8.1 page 43, Bank has stated that 'Successful Bidder should allow the managed service vendor to carry out First	Clause stand as per RFP

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				Level Maintenance (FLM) services and other related activities'. Hence, we request Bank to remove FLM from this clause If the Bank still wishes so, we request Bank to add a separate line item in the Commercial Bid for the same so Bidder can engage suitable agencies for these services.	
32	41	4.20	In future Bank may engage the services of a Managed Service Provider (MSP) for providing following services: I. Cash Services (Loading and Unloading) II. First Line Maintenance (FLM) III. Consumable Replenishment IV. Online status monitoring V. DVR monitoring VI. EJ, Image pulling & Screen Content distribution VII. Incident Management	Bank is requested to keep this clause out of scope, if such services are availed in future, we can mutually agree on scope and rates.	Clause stand as per RFP
33	41	4.21	Successful Bidder shall provide all necessary support including training to the MSP and installation of EJ client on each machine. The report of the MSP will be considered as final for arriving at end-user availability for the purpose of SLA and penalty calculation. Now the same support should be given to bank.	Bidder can provide the training at the time of installation of the machine. Bank is requested to specify any other training is required.	Clause is self explanatory
34	41	Part IV Scope of work calsue 5 (DVR)	In the event of successful bidder failing to provide the image data as per bank's requirement the Bank shall levy penalty equivalent to the amount of disputed	Requested Changes :-Bank to provide a cure period of 2 days before levying penalty. Further Bank shall not charge	Clause stand as per RFP

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			transaction plus penalties imposed by police/regulator/ombudsman court etc.	penalty without mutual consent of the Bidder.	
35	41	5.2	Vendor to ensure that DVR images and Video are provided within 48 hours from the lodging of the call from vendor/Bank.	As per industry-standard, Videos are not captured; hence, mention of Video needs to be removed. Images shall be provided. We request Bank to modify this clause accordingly.	Clause stands as per RFP
36	41	5.2	Successful Bidder to ensure that time print of the DVR of transaction exactly tallies with transaction time printed in EJ . Vendor to ensure that DVR images and Video are provided within 48 hours from the lodging of the call from vendor/Bank.	Please consider: To have DVR of transaction exactly tallies with transaction time printed in EJ, bank shall as to Bank switch to sending the date & Time command as NDC+ Protocol. It is only on Switch dependency.	Clause stands as per RFP
37	42	Scope of Work 6 - 6.1 & 6.2	VOICE GUIDANCE- TALKING ATM 6.1 - Successful Bidder should provide end to end solution and implementation, including server/switch application component (without any additional cost to the Bank) suitable for visually challenged persons (with audio support) for all above ATM in Regional languages, Hindi & English. The ATM should have Voice Guidance flow enabled for the visually challenged along with Text to Speech, web extension services, EPP /functional keys based voice guidance support with internal speakers & jack. Successful Bidder should also participate in the testing and end to end implementation and rollout without any additional cost to the Bank. Successful Bidder shall undertake complete end-to-end	Voice Guidance implementation will conform to the IBA guidelines and will support English and Hindi language only. Screens for Voice Guidance in Bank format to be provided by Bank . Bidder will implement the bank provided screens .Request Bank to acknowledge the same to implement Voice Guidance Solution in English and Hindi Language only.	Voice guidance need to be provided as per IBA guideline

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			<p>installation & operationalization of ATM including integration with switch. The ATM machine should include all features including Braille keyboards, Function Display Keys that supports visually, physically handicapped persons.</p> <p>6.2 - Successful Bidder should also undertake to customize display screens in graphic mode in any language (Hindi, English and Regional Language) and also for touch screen format for all transactions undertaken on ATM. It is the responsibility of Successful Bidder to deploy the display screens in ATM as and when the PURCHASER makes any modifications in ATM without any additional cost in the tenure of the Contract including AMC period, if contracted. The details of Regional Languages will be provided to Successful Bidder.</p>		
38	42	7.2	<p>Bank may require starting new product/ functionality/ features in future on these machines. Successful Bidder to provide any patch support (if required for such new functionality/feature) in mutually agreed cost during contract period for successful implementation. There should be centralized applying of OS as well as application patches, including Windows patches.</p>	<p>Please consider: As there are limitation of connectivity and bandwidth to push OS update patches remotely Bank may require starting new product/ functionality/ features in future on these machines. Successful Bidder to provide any patch support (if required for such new functionality/feature) in mutually agreed cost during contract period for successful implementation. If possible, OEM shall give preference to do it by centralized applying</p>	<p>Clause stand as per RFP</p>

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				of OS as well as application patches, including Windows patches.	
39	42	7.3	ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS, Cert-In or any regulatory authorities guidelines as on the Effective date of the agreement.	We request Bank to modify this to ' as on the date of bid submission ' as Bidder doesn't have opportunity to revise Bid should there be delay between submission and signing-off Agreement/Contract, should there be any new regulation become effective in the intervening period.	Kindly refer corrigendum
40	42	7.4	Successful Bidder should provide one ATM of same configuration / features as a test bed to the Bank free of cost. The same has to be delivered and installed at address advised by the Bank. The UAT & Preproduction test has to be completed within 30 days of acceptance of purchase order with integration of the switch. The switch compliance certificate has to be obtained from Euronet Switch. The UAT & Preproduction tests signoff has to be done with Bank with reference to the scope	Please consider: Successful Bidder should provide one ATM of same configuration / features as a test bed to the Bank free of cost. The same has to be delivered and installed at address advised by the Bank. The UAT & Preproduction test has to be completed within 90 days of acceptance of purchase order with integration of the switch. The switch compliance certificate has to be obtained from Euronet Switch. The UAT & Preproduction tests signoff has to be done with Bank with reference to the scope	Clause stand as per RFP
41	43	8.3	Successful Bidder should provide, maintain the patch cord (CAT 6 Cable) of required length at the site from I/O port to ATM without any extra cost to Bank during warranty and AMC period. Successful Bidder required to attend the LAN cable issues from I/O port to ATM under warranty and AMC period without any extra cost or visit charges	Bank is requested to keep Cable concealing clause out of CAMC scope, if such services are availed in future, we can mutually agree on scope and rates. Replacement of LAN cable is also requested on chargeable basis if the damage has happened to LAN Cable due to	Clause stand as per RFP

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			to Bank. The damaged patch cord to be replaced without any extra cost during warranty and AMC period. Bidder should also ensure CD/ATM power point and LAN cables are not visible/fixed in ATM front/customer lobby and end to end concealing of all wires including LAN cable & power supply cables and also if any additional power cable is required it is to be provided by the successful bidder without any additional cost to the bank.	bank reasons or external factors such customer induced, vandalism etc.	
42	43	1.8 Scope of Work	Successful Bidder should provide, maintain the patch cord (CAT 6 Cable) of required length at the site from I/O port to ATM without any extra cost to Bank during warranty and AMC period. Successful Bidder required to attend the LAN cable issues from I/O port to ATM under warranty and AMC period without any extra cost or visit charges to Bank. The damaged patch cord to be replaced without any extra cost during warranty and AMC period. Bidder should also ensure CD/ATM power point and LAN cables are not visible/fixed in ATM front/customer lobby and end to end concealing of all wires including LAN cable & power supply cables and also if any additional power cable is required it is to be provided by the successful bidder without any additional cost to the bank.	Bidder request bank to share detailed SOW as well as material specification for cable concealing.	Required details will be shared with successful bidder.

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
43	43	7.5	Successful Bidder has to provide required hardware to implement RBI control measures/Security solution at the rate quoted in commercial bid. Server maintenance will be the responsibility of successful bidder. Bidder should ensure maintenance, monitoring of server along with day to day maintenance of server and address any audit observation given by auditor pertaining to the server without any cost to Bank.	Please consider:Successful Bidder has to provide required hardware to implement RBI control measures/Security solution if Bidder is not able to use the existing Servers installed in Bank at the rate quoted in commercial bid. Server maintenance will be the responsibility of successful bidder. Bidder should ensure maintenance, monitoring of server along with day to day maintenance of server and address any audit observation given by auditor pertaining to the server without any cost to Bank. We ask to bank to provide the minimum server or PC specification what bank is looking for.	Clause stand as per RFP
44	44	11.1	Successful bidder will be responsible for loading the Bank's approved software agent for EJ/Image pulling & Screen Content distribution and must coordinate with EJ/Image & Screen Content vendor to ensure that EJ pulling services are not disrupted. If the EJ agent is found to be disabled / disconnected, the successful bidder shall restore it with no extra cost to bank. EJ agent found disabled or disconnected has to be restored by selected bidder on T+2 basis of receiving intimation from Bank or its representative. If the successful bidder/s is not able to rectify / resolve the disabled or disconnected sites for EJ pulling on T+2 basis of receiving intimation from Bank or its	Bidder's scope is limited to install the EJ agent in ATM software stack. Bidder's Engineer will ensure that ATM is connected with EJ server after installation of the machine. Further disconnection of EJ are due to many reasons and only bidder can not be held responsible for such disconnections. 1. Bank is requested to pay engineer visit charges for EJ re connections, if EJ is disconnected due to bidder. 2. Bank is requested to levy the penalties on bidder if EJ is disconnected due to bidder with a maximum cap of 2%.	Clause stand as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			representative in warranty & AMC Period, a penalty will be levied as mentioned under penalty & liquidity damage clause. Further, in case of any penalty (ombudsman award etc.) imposed on the bank due to non-availability of EJ due to disconnection, the Bank will recover the amount from Successful Bidder claimed by the cardholder. EJ agent shall be provided by the Bank. However, the bidder will help the Bank representative/vendor handling the EJ software for screen content distribution as & when required. Selected bidder is liable for penalty if he fails to connect the EJ on T+2 basis of receiving intimation from Bank or its representative.		
45	45	11.2	Successful Bidder will be required to enter into tripartite agreement with Bank and MSP vendor (if any, required in future) for smooth ATM operation and EJ, Image pulling and screen content distribution services to avoid / pay any penalty.	We request Bank to share draft of the proposed tripartite agreement as also penalties proposed.	It will be shared when bank decide to enter into tripartite agreement.
46	46	Part V Clause 2.1 (Delivery and Installation)	Successful Bidder shall deliver the machines within Six Weeks in North East Area and within Four weeks in rest of the country from the date of receiving the purchase order over e-mail/letter and operationalize it within 1 week from the date of receiving the intimation over e-mail/letter from the Bank failing which the Bank reserves its right to levy liquidated damages	Requested Changes :-Bank to provide a cure period of 7 days before levying liquidated damages. Further Bank shall not levy liquidated damages without mutual consent of the Bidder.	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
47	46	2.1	Successful Bidder shall deliver the machines within Six Weeks in North East Area and within Four weeks in rest of the country from the date of receiving the purchase order over e-mail/letter and operationalize it within 1 week from the date of receiving the intimation over e-mail/letter from the Bank failing which the Bank reserves its right to levy liquidated damages.	We request Bank to allow for 10 weeks for North-East and Union Territories of J&K and Ladakh; and 8 weeks for any other locations from date of receipt of Site Order/s from Bank. Also, delays caused by reasons not directly attributable to Bidder and Force Majeure situations ought to be excluded from application of penalties and Liquidated Damages.	Clause stands as per RFP
48	46	2.2	If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.	These cases are unlike on bank dependency then please consider: If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period and after 30 days bank will consider the ATM as deemed installation and process the payment.	Clause stands as per RFP
49	47	2.92.12	The installation of machine will be deemed to complete when all the Hardware/Software/products specified in RFP have been supplied, implemented and made operationalized as per the specifications and satisfactory acceptance given by the Bank. The equipments are considered accepted (Commissioned and Operationalized) after signing the Acceptance Test Plan (ATP) document jointly by the representative from the Bank and engineer from Successful Bidder. The component level checking for individual	If despite of intimation to relevant Bank officials about having completed installation of the Machine/Equipment if acceptance is not provided by relevant Bank official/s till one week for any reason not attributable to Bidder, then such Machine shall be deemed to have been accepted by Bank. We request Bank to add provision for Deemed Acceptance clause. Also, if Machine/Equipment fails to get installed within a week from Delivery for reasons not attributable to Bidder, again	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			item may be included during the acceptance test.	provision of Deemed Acceptance must apply. Bidder shall be liable to complete installation within a week from Bank's fresh intimation of readiness from its end. Further, we request that Bank processes payment claim by Bidder/Vendor in such cases on basis of Deemed Acceptance, 17with an undertaking from latter that the Installation/Acceptance shall be completed within one week from Bank's confirmation of its readiness.	
50	46	Part V Clause 2.10 (Delivery and Installation)	All the equipment supplied by the Bidder shall be legal and Bidder shall indemnify to Bank to this effect.	Requested Changes :-Bank to provide reasons or circumstances where Bidder will have to indemnify	Clause stands as per RFP
51	48	3	In case at the time of machine delivery if space is not available ATM site due to old ATMs, machine may be delivered in branch premises. Successful bidder need to make necessary arrangement for installation of new ATMs by shifting from branch premises to ATM site without any cost to Bank.	These happened because the bank dependency, please consider: In case at the time of machine delivery if space is not available ATM site due to old ATMs, machine may be delivered in branch premises. Successful bidder need to make necessary arrangement for installation of new ATMs by shifting from branch premises to ATM site under mutual cost agreement	Clause stands as per RFP
52	48	4. Contract Period:	The tenure of the Contract will be for a period of 60 months (5 years) effective from the date of from the date of execution of SLA, unless terminated earlier by the Bank by serving 90 days' prior notice in writing to the selected bidder at its own convenience without	AMC rate to be decided on mutually agreed terms beyond contract Period.	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 60 months (5 years), the contract may be extended/renewed for further period of 2 years on mutually agreed cost as would be decided by the Bank.		
53	48	Part V Clause 4 (Contract Period)	The tenure of the Contract will be for a period of 60 months (5 years) effective from the date of from the date of execution of SLA, unless terminated earlier by the Bank by serving 90 days' prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period of 60 months (5 years), the contract may be extended/renewed for further period of 2 years on mutually agreed cost as would be decided by the Bank. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor.	Requested Changes :- Bidder should also have a right to terminate the agreement. Further Agreement should be extended / renewed further after mutual discussion or mutually agreed terms between the parties.	Clause stands as per RFP
54	48	4	The tenure of the Contract will be for a period of 5 years effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving 90 days prior notice in writing to the selected	As Bank has sought commercials for CDs to be supported for 2 years after 3 years of warranty, Bidder expects minimum 5 years of revenue yield from every CD. Hence, the tenure of Contract needs to be from	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after completion of initial period of 5 years, the contract may be extended/ renewed for further 24 months on existing terms and condition as per Bank's discretion. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days" notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection. The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.	effective date till last Kiosk deployed under the contract completes 5 years since its acceptance. We request Bank to modify this clause accordingly. Moreover, it will cause severe hardship to the Bidder/Vendor, if the Bank terminates this Contract / SLA for convenience for no reason attributable to the Bidder since Bidder/Vendor would have produced/procured machines/materials/components presuming Bank honours its own commitment. Hence, in case of termination for convenience from Bank's end ('without assigning any reasons' tantamounts to termination at convenience), Bidder/Vendor shall be paid at least for the CDs already produced/procured by Bidder/Vendor, those shipped & in-transit, and those in warehouses or delivered at Bank's sites.	
55	48	5	Warranty should not become void if UCO BANK buys any other supplemental hardware from a certified third party and installs it with these equipments. However, the warranty will not apply to such hardware items installed	The bidder does not support any such third party hardware in its ATMs, however bank is requested to mutually agree with bidder before such installations for quality test so that machine performance is not impacted and combability of ATM & third party product is checked..	Clause is self explanatory
56	50	6	Payment Terms	We notice that AMC payment terms are not stated here. We request Bank to specify the same.	Please refer RFP page 49 "Annual Maintenance

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
				We request that for delay in payment or non-payment from Bank, the Bidder/Vendor shall be entitled to charge interest @18% p.a. from normal due date till the actual realisation of outstanding amount; and that the Bidder/Vendor shall be entitled to suspend the services till the amount is due to the Bank.	Contract" for AMC payment terms.
57	50	Payment Terms 6	Orders for ATMs shall be placed by the Head Office-II, BPR & BTD, Salt Lake, Kolkata. Successful Bidder shall give acceptance within 7 days from the date of receipt of the order. However, Bank reserves right to cancel order, if the same is not accepted within 7 days from the date of receipt of order.Ø No advance payment will be made.Ø 90% of the value of the equipment will be paid after delivery & completion of successful installation of the Cash Recycler Machines and the same going live on Bank's network. The payment will be made on receipt of the invoices along with duly certified installation report (as per annexure XXX) from the respective Branch Head.Ø The balance 10% of value of the equipment will be paid after the warranty period or on submission of a Performance Bank Guarantee (BG) to the payment authority for equivalent amount till warranty period.	We request bank that Incase installation delayed due to reason attributed to bank more than 30 days. Then 90% payment should be given upon 30days of delivery and balance 10% upon submission of PBG and submission of undertaking to carried out installation as when bank desire.	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
58	50	Annual Maintenance Contract	<p>Bank reserves its right to decide whether or not to enter into AMC with Successful Bidder, for the post warranty period.</p> <p>The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 30 days, without assigning any reason thereof. However, Successful Bidder shall commit himself to service for a minimum period of 7 years, unless the service contract is terminated by the Bank and Successful Bidder will have no right to terminate the contract within this period.</p> <p>During the AMC period [if contracted] Bank may, by notice of not less than 30 days in writing to the bidder, modify or delete either any location or all locations, either partial items or all items of the Annual Maintenance Contract.</p>	We request bank to delete this clause since the TCO will be derived inclusive of 4 th and 5 th years AMC.	Clause stands as per RFP
59	50	Part V Clause 5 - Annual Maintenance Contract	<p>The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 30 days, without assigning any reason thereof. However, Successful Bidder shall commit himself to service for a minimum period of 7 years, unless the service contract is terminated by the Bank and Successful Bidder will have no right to terminate the contract within this period.</p>	Requested Changes :- Bidder should also have a right to terminate the agreement.	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
60	50	3 rd paragraph	The Bank shall have the option to terminate the service contract at any time during the contract period by giving a written notice of 30 days, without assigning any reason thereof. However, Successful Bidder shall commit himself to service for a minimum period of 7 years, unless the service contract is terminated by the Bank and Successful Bidder will have no right to terminate the contract within this period.	We have requested elsewhere that Contract tenure of 5 years must be aligned with support expectation of 7 years either way. Further, we request that Bidder/Vendor shall also have right to suspend or terminate the Contract with a 30 days' notice in case of repetitive default of payment terms by Bank.	Clause stands as per RFP
61	51	7	ATMs are still functional and usable; and Vendor will use reasonable industrial efforts to respond to agreed response times as set out below (unless otherwise agreed) for:	Bank is requested to add actual travel time in response TAT.	Clause stands as per RFP
62	51	7	Downtime for any particular ATM should not exceed more than 4 hours for a single incident of failure.	As downtime depends on case by cases the like vandalism, power availability, access to ATM, branch working time and so others point, we request to delete these lines	Clause stands as per RFP
63	52	7	The Downtime calculated shall not include any failure due to bank/ Non-availability of Network and down time during the time of preventive maintenance activity and Force Majeure. However, Vendor shall inform the Bank (Branch/Concerned Zonal Office) 7 days in advance before doing preventive maintenance or pre-planned activity.	We request Bank to state the following industry-standard exclusions for calculation of CDs' downtime during Warranty & AMC periods:- Any service resulting from theft attempt, negligence, misuse, or abuse, including the failure to operate and care for Machine in accordance with the OEM's power, environmental specifications;- Movement of Machine by anyone other than Bidder/Vendor;- Machine breakdown due to an alteration to Machine or use of an	Clause stand as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
				attachment not provided and/or supplied by Bidder/Vendor in writing to be compatible with Machine standard interfaces;- Machine is opened, tampered with or repaired by any person other than a person authorized by Bidder/Vendor;- Damage to or loss of currency cassettes not caused by Bidder/Vendor;- Damage caused by rodents or natural disasters;- Data loss due to Virus or otherwise;- Service calls resulting from the errors, or omissions of the Bank or the Bank's cash-in-transit provider or any 3rd-party agency employed by the Bank;- Service Calls due to external circumstances such as water, fire, riots, accidents or environmental conditions including but not limited to improper power supply.- Any mis-dispensation from the ATM/CDM;- Any improper handling by the Customer/ third party.- Force Majeure events.	
64	51	b)	90% of the value of the equipment will be paid after delivery, completion of successful installation of the ATM and the same going live on Bank's network. The payment will be made on receipt of the invoices along with duly certified installation report from the respective Branch Head.	We hope & trust that reference to Branch Head is only in context of 'duly certified installation report' and that release of payments shall be from the BPR & BTD department at the Bank's Central Head Office, Kolkata; including that BG towards balance 10% be submitted at the Central HO. We request Bank to confirm.	ATM payment will be made by head office. AMC payment will be made by respective zonal offices.
65	51	d)	The balance 10% of value of the equipment will be paid after the warranty period or on	We hope & trust that reference to Branch Head is only in context of 'duly certified	ATM payment will be made by head office. AMC

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			submission of a performance Bank Guarantee (BG) to the Payment Authority for equivalent amount till warranty period.	installation report' and that release of payments shall be from the BPR & BTD department at the Bank's Central Head Office, Kolkata; including that BG towards balance 10% be submitted at the Central HO. We request Bank to confirm.	payment will be made by respective zonal offices.
66	52	8	If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.	Bank is requested to remove such open ended clause and limit the maximum liability of bidder on such losses or cost with detailed clarification.	Clause stands as per RFP
67	52	8	ATMs kept down by Vendor for replacement of parts on chargeable basis due to fluctuation in powers, AC not working, damage due to rodents will be considered under downtime and a penalty will be levied accordingly.	Bidder will replace damaged parts at free of cost under CAMC as first instance only after receiving the confirmation from bank that site conditions have been restored to normal & favourable to good working condition for the machine & engineer. Second Instance onwards, bidder requests bank to pay charges for replacement of parts damaged due to fluctuation in powers, AC not working, damage due to rodents etc. If Site conditions are not restored by bidder, please exclude this from penalty calculation	Clause stand as per RFP
68	52	8 Penalty and Liquidated Damages	The Bidder shall perform its obligations under the service level agreement entered into with the Bank. o If any act or failure by the bidder under the	We request the bank to restrict these penalties Not exceeding cumulatively above 10% of the TCV	Clause stand as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			<p>agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.</p> <ul style="list-style-type: none"> o Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of bidder. o ATMs kept down by Vendor for replacement of parts on chargeable basis due to fluctuation in powers, AC not working, damage due to rodents will be considered under downtime and a penalty will be levied accordingly. o If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves its right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance. o SLA violation will attract penalties. 		
69	52	Part V Clause 8 - Penalty and Liquidated damages	<p>If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. Bank may</p>	<p>Requested Changes :- Suggest Bank to provide a cure period of 7 days before invoking penalty or liquidated changes. Further Bank shall not charge penalty / liquidated damages without mutual consent of the Bidder.</p>	<p>Clause stand as per RFP</p>

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of bidder.ATMs kept down by Vendor for replacement of parts on chargeable basis due to fluctuation in powers, AC not working, damage due to rodents will be considered under downtime and a penalty will be levied accordingly. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves its right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non -performance		
70	52	8 Penultimate Bullet	If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves its right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.	We request that before levying penalty or invoking Performance BG, Bank should provide 30 days' written notice to enable Bidder/Vendor to cure the defect/breach, if any. Further, the Bidder shall be accountable for penalty only if the reason for delay is directly attributable to the Bidder/Vendor.	Clause stand as per RFP
71	53	Uptime Maintenance	Penalty for every one percent or part thereof decrease in guaranteed quarterly uptime for each ATMs/equipment (in INR): 5,000/-	% guaranteed quarterly uptime are higher than industry-standard. We request Bank to lower these by 1% in each category. Also, the proposed penalty is too high by any industry standards; We request Bank to lower the same to a more reasonable	Kindly refer corrigendum

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
				Rs.1,000/- for every one percent or part thereof decrease in guaranteed quarterly downtime for each ATM, capped to a maximum of Rs.10,000/-	
72	53	8	<p>During the warranty period: The maximum penalty levied per ATM location shall not be more than the following year AMC amount quoted by Successful Bidder for the location per quarter.</p> <p>During the AMC period: The maximum penalty levied per ATM location shall not be more than the respective years AMC amount payable, if contacted, for the location per quarter.</p>	Bank is requested to keep the overall penalty maximum cap 2% of Monthly AMC value for that month (in case AMC in monthly in arrears) or 2% of quarterly AMC value for that quarter (in case AMC in monthly in arrears)	Clause is self explanatory
73	53	8	During warranty period, the penalty would be recovered from Successful Bidder from the retention amount (Amount kept in terms of BG) or any other payment towards AMC invoice submitted by Successful Bidder. Bank may recover such amount of penalties due to delay in service from any payment being released to Successful Bidder, irrespective of the fact whether such payment is relating to this contract or otherwise. The same may be recovered from the payment due towards Successful Bidder or from the retention money at the end of contract period.	Bank is requested to consider a mutually agreed recovery mode of such penalties.	Clause stand as per RFP
74	53	Uptime Maintenance	Successful Bidder will ensure minimum uptime as prescribed above of individual ATMs (to be calculated in quarterly basis) during the contract period. Vendor is	Requested Change:- Bank to provide cure period of 2 days before invoking penalty. Further Bank shall not charge penalty without mutual consent of the Bidder.	Clause stand as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			expected to submit the uptime report within 7 days after expiry of every quarter. Failure to submit the uptime reports will entitle the Bank to levy the maximum penalty as detailed above from quarterly bill.		
75	53	Penalty Caps	<p>During the warranty period: The maximum penalty levied per ATM location shall not be more than the following year AMC amount quoted by Successful Bidder for the location per quarter.</p> <p>During the AMC period: The maximum penalty levied per ATM location shall not be more than the respective years AMC amount payable, if contacted, for the location per quarter.</p>	We request Bank to lower the maximum cap to Rs.10,000/- during Warranty and to 10% of the quarterly AMC amount for the affected machine.	Clause is self explanatory
76	54	8	For spare parts / accessories ordered by the Bank, impacting the operation of ATM, the response and resolution time will be four hours in metro/urban centre and 6 hours at other centre and for all other items which do not impact the operations of the ATMs, two working days. Penalties will be levied @ Rs.300/- per incident per day subject to maximum of Rs 25,000/- for incidents which affect the working/operations of the ATMs during warranty and maximum 25% of the AMC amount of the particular machine during AMC period. The penalties will be recovered from any payment due to the vendor under any contract with the Bank. No penalties will	These TATs are not rationale & practical for industry standards and penalties are also very high. Bank is requested to consider the overall maximum cap to penalties to 2%.	Kindly refer corrigendum

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			be levied for delays on account of uncontrollable circumstances in difficult and extremely remote areas. Vendor will have to provide necessary confirmation that delay was beyond their control from the concerned Branch Official / Zonal officials. if vendor fails to resolve the problem within 45 days then Bank may ask to vendor to replace the machine with new machine with same or higher configuration at no extra cost to Bank.		
77	54	9	LIQUIDATED DAMAGE Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts	Please consider: Notwithstanding Bank's right to cancel the order, liquidated damages at 0.5% (half percent) of the undelivered portion	Clause stands as per RFP
78	54	EJ Pulling Services & Reconciliation	Successful Bidder has to ensure that EJ agent remains connected to ensure 100 % EJ pulling rate. If EJ disconnected and same is not connected in T+2 days after same is brought to successful bidder notice, Bank will charge a penalty of Rs 1000/- per incident per ATM.	Please confirm if reconciliation is responsibility of Bidder; and if so, related deliverables since it's mentioned in the title of the clause but not in the clause itself. Please also appreciate that it's a completely different service, well beyond EJ Pulling, & would require Bank to provide the Bidder/Vendor access to Bank's Switch data as well as its CBS. If necessary, we request Bank to seek its price as a separate line item in the Commercial Bid. We also notice that the penalty proposed is per	Reconciliation will be done by Bank. Ensuring the EJ connectivity will be the responsibility of successful bidder.

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
				incident while EJ Pulling services is about % of EJs successfully pulled or made available to Bank by the Bidder/Vendor within T+2. We request Bank to modify the penalty to Rs.100/- per every % of EJ not provided, excluding reasons not attributable to Bidder/Vendor.	
79	55	11	The selected Bidder shall, within a period of fifteen (15) days from the date of Letter of Intent (LOI)/Purchase Order (PO) have to furnish a Performance Bank Guarantee format as per Annexure – V issued by any scheduled commercial bank (other than UCo Bank) equivalent to 3% of the project cost / Total Cost of Ownership (TCO) valid for a period of 63 months (60 months + a claim period of three (3) months) from the date of Letter of Intent (LOI) / Purchase Order (PO) for indemnifying any loss to the Bank.	We request that the Performance BG may be invoked only upon a proven breach by the Bidder. Further, Bidder should be entitled for cure period of minimum 30 days thru' a written notice by the Bank.	Clause stands as per RFP
80	56	Part V Clause 14 - Right to alter quantities	Bank reserves the right to alter the quantities at any time not exceeding 25% of the total contract value without prior notice to the selected bidder(s).	Requested Changes :- Bank to provide a prior notice of atleast 7 days before altering the quantities and after obtaining consent from bidder.	Clause stands as per RFP
81	56	14	The Bank reserves the right to alter the number of ATMs specified in the tender in the event of changes in plans of the Bank. Any decision of UCO BANK in this regard shall be final, conclusive and binding on the bidder. Bank reserves the right to place order for additional ATM at the agreed price during the contract period with the same terms and	We request that right for altering the quantity shall be discussed mutually between Bank and Bidder/Vendor. In any case, Bank shall be under an obligation to consume the ordered quantity if Bidder cannot cancel the order on its OEM / sub-vendors / component suppliers. We	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			conditions. Bank is not obligate to purchase all the quantity of the ATM as mentioned above. Bank reserves the right to alter the quantities at any time not exceeding 25% of the total number of ATM specified in the RFP without prior notice to the selected bidder(s).	request Bank to modify this clause accordingly.	
82	56	12	PRICE VALIDITY The selected bidder will be required to keep the price valid for a period of twenty-four months (24 months) from the date of issuance of Purchase Order. There shall be no increase in price for any reason whatsoever during the period of 24 months and Bank may place the additional Purchase Orders to the selected bidder for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – XX during the price validity period of 24 months.	Under current word situation (War & Electronic crises) please consider: The selected bidder will be required to keep the price valid for a period of twelve months (12 months) from the date of issuance of Purchase ..	Clause stands as per RFP
83	59	Part V - Clause 19	Compliance with laws	Requested Changes :- Bidder shall not be liable for any indirect, incidental, consequential or punitive damages or for any loss of data & loss of life under any circumstances whatsoever to the Bank.	Clause stands as per RFP
84	59	19	The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless,	We request Bank to appreciate that this clause would apply to Bidder/Vendor only in respect such laws which are applicable for the Services under its Contract/SLA with the Bank. Also, Bidder should be entitled to charge the Bank with reasonable costs incurred by	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			defend and protect the Bank and its employees/officers/staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may Occurs or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.	the Bidder as may be mutually agreed with Bank in order to comply with the regulatory requirements that may apply in the future, & unforeseeable as of submission of bid.	
85	60	20. Force Majeure		It is sugegsted to add: act of God, act of government and pendemic like situation in the definition of force majeure.	Clause stands as per RFP
86	60	20	Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:• Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics/pandemics,• Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,• Terrorist attacks, public unrest in work area,Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from	We request that Force Majeure definition should also include, notifications issued by governmental or semi-governmental bodies from time to time or any other acts of Government, Pandemic and Lock-down etc.	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			any Force Majeure cause as referred to and / or defined above.		
87	61	Part V - Clause 23	Order Cancellation	Requested Changes :- Bank to provide a cure period of 7 days before cancelling the order. Bank should not cancel the order without the consent of the bidder.	Clause stands as per RFP
88	62	Part V clause 23 - Order Cancellation	In case the selected Bidder/Vendor fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure these deliverables from alternate sources at the risk, cost and responsibility of the selected Bidder/Vendor with the capping of 125% of the original quoted cost for such deliverable. ii. If the selected Bidder/Vendor does not perform satisfactorily or delays in execution of contract, UCO Bank reserves the right to get the balance order executed by another party of its choice, in this event the selected Bidder/Vendor is bound to make good with the capping of 125% of the original quoted cost for such deliverable, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.	Requested Changes :- Cannot agree to this	Clause stands as per RFP
89	62	23	The Bank reserves its right to cancel/terminate the Order / Agreement in the event of occurrence of one or more of the following circumstances, that are not	We request that Bidder/Vendor be provided 30 days' written notice to remedy breach before cancellation. In case of cancellation by whatever reasons, Bidder should be entitled for non-	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			occasioned due to reasons solely and directly attributable to the Bank alone.	cancellable costs i.e the cost already incurred by the Bidder for the project. Also, if there is additional cost likely to be incurred by the Bank, it should be mutually discussed. We request Bank to modify this clause accordingly.	
90	62	23 (i)	In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder	We request that Bidder/Vendor be provided 30 days' written notice to remedy breach before cancellation. In case of cancellation by whatever reasons, Bidder should be entitled for non-cancellable costs i.e the cost already incurred by the Bidder for the project. Also, if there is additional cost likely to be incurred by the Bank, it should be mutually discussed. We request Bank to modify this clause accordingly.	Clause stands as per RFP
91	62	23 (ii)	If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 90 days" notice for the same. In this event the bidder is bound to make good the additional expenditure, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled	We request that Bidder/Vendor be provided 30 days' written notice to remedy breach before cancellation. In case of cancellation by whatever reasons, Bidder should be entitled for non-cancellable costs i.e the cost already incurred by the Bidder for the project. Also, if there is additional cost likely to be incurred by the Bank, it should be mutually discussed. We request Bank to modify this clause accordingly.	Clause stands as per RFP
92	63	24 Indemnity	Indemnity	The Indemnity is suggseted as follows:a) The Bidder ("Defending Party") will: (i) at its expense, defend the other against any	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
				<p>Third Party Claim; and (ii) indemnify the Bank ("Claiming Party") by paying the damages, costs, and attorneys' fees with respect to the Third Party Claim that are either awarded against the Claiming Party in a final, non-appealable court judgment, or required to be paid by the Claiming Party in a settlement of the Third Party Claim that the Defending Party has agreed to in writing. As used in this Section, a "Third Party Claim" means a suit brought against the Claiming Party by a third party to the extent the suit alleges Defending Party's Gross Negligence or Wilful Misconduct resulting into damages arising from (a) personal injury or death, or damage to tangible personal property; (b) the intentional and unauthorized use or disclosure of Confidential Information caused by the Defending Party; or (c) Infringement of Intellectual Property Rights of a third party; (d) violation of laws applicable to the Defending Party.b) The Defending Party's obligations set forth in Section b are subject to the Claiming Party (a) providing the Defending Party prompt written notice that the Third Party Claim has been threatened or brought, whichever is sooner (the "Claim Notice"); (b) providing the Defending Party sole control of the defense and any appeal or</p>	

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
				<p>settlement (at the Defending Party's discretion) of the Third Party Claim (collectively, "Defense or Settlement"); (c) cooperating with the Defending Party (including providing relevant documentation and information) with respect to the Defense or Settlement; and (d) complying with all court orders. If the Claiming Party's delay in providing the Claim Notice causes detriment to the Defending Party with respect to the defense or resolution of the Third Party Claim, the obligations set forth in Section b will not apply to the Third Party Claim to the extent of such detriment. Notwithstanding any other provision of this Agreement, the Defending Party is not responsible for any fees (including attorneys' fees), expenses, costs, judgments, or awards that are incurred prior to the defending party's receipt of the Claim Notice from the Claiming Party. The Defending Party will have the sole right to select counsel. The Claiming Party may, at its sole expense, engage additional counsel of its choosing for purposes of conferring with the Defending Party's counsel.c) The obligations set forth in this Section will not apply to a Third Party Claim if it is based on, caused by, or results from:</p> <p>(a) the Defending Party's compliance with</p>	

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
				<p>the Claiming Party's requirements or instructions; (b) the Claiming Party's failure to comply with its obligations under this Agreement; (c) acts or omissions of the Claiming Party or any third parties; or (d) any product or service not provided by Defending Party to you. d) THIS SECTION SETS FORTH THE DEFENDING PARTY'S ENTIRE OBLIGATIONS, AND THE CLAIMING PARTY'S EXCLUSIVE REMEDIES, WITH RESPECT TO THIRD PARTY CLAIMS. e) LIABILITY CAP. Save and except for (a) above, under no circumstances shall either party be cumulatively liable to the other during the entire term of the agreement for any amount greater than the total fees and charges charged by supplier during the preceding 12 months for the services giving rise to the liability.f) NEITHER PARTY WILL BE LIABLE TO THE OTHER, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY, OR OTHERWISE, ARISING UNDER OR RELATED TO THIS AGREEMENT OR ANY ORDER, FOR: (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES; (B) LOSS OF PROFITS OR REVENUE (OTHER THAN IN AN ACTION BY NCR TO RECOVER AMOUNTS OWED); OR (C) LOSS OF REPUTATION, GOODWILL, TIME,</p>	

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
				<p>OPPORTUNITY, DATA, OR ACCESS TO DATA. RECOVERY OF PENALTY OR SERVICE CREDITS WILL BE BANK'S SOLE REMEDY AND SUPPLIER'S SOLE LIABILITY FOR SERVICE LEVEL FAILURE. g) For damages arising out of breach of duty, Bidder's liability is unlimited for bodily injury including death, or damage to tangible property of the Bank to the extent caused by its gross negligence or willful misconduct. Except as mentioned in the previous sentence, under no circumstances shall Bidder be cumulatively liable to the Bank during the entire term of the agreement for any amount greater than the total fees and charges charged by supplier during the preceding 12 months for the services giving rise to the liability. Bank's claim for damages directly resulting from breach of duty by Bidder for which there is no specific remedy available in the Agreement and which the Bidder fails to remedy within a cure period of 30 days, will be made by notice to the Bidder. The Bank will provide necessary satisfactory particulars with necessary evidence, as requested by the Supplier to conclusively assess breach and the estimate of damages. Acceptance of information or evidence should not be an admission of liability on behalf of Bidder. Any dispute</p>	

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
				about claim or claimed damages by the Bank will be resolved by Dispute Resolution Procedure.h) If a Product/ Equipment supplied by Bidder does not materially conform to its warranty and the Bank gives the Bidder notice during the warranty period, the Bidder will at its discretion correct, repair, or replace the Product, or if applicable re-perform the Service, at no charge to the Bank. If the Bidder is unable to do so within a reasonable time, and the Bank requests a refund in writing within 30 days after Bank's initial notice, the Bidder will refund the purchase price. The Bidder may require return of nonconforming Products prior to issuing a refund. Refunds for nonconforming Annuity Services will not exceed the payment made to Bidder for the then-current billing period. Supplier's liability for warranty claims is conclusively regulated in by this Section.	
93	63	Part V Clause 24 - Indemnity	we the Bidder herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgments, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation	Requested Changes:- Similarly Bank shall indemnify, protect and save the Bidder and hold the Bidder harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from i breach of any of the terms of this RFP, ii. Infringement of	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said RFP and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations	any patent, trademarks, copyrights etc. of the Bidder iii. The Bank shall further indemnify the Bidder against any loss or damage arising out of claims of infringement of third-party copyright, patents However, Bidder shall not be liable for any indirect, incidental, consequential or punitive damages or for any loss of data & loss of life under any circumstances whatsoever to the Bank.	
94	63	24	Indemnity	We request that Bidder should be liable for direct damages/losses only which are suffered by the Bank and which are proven by the adjudicating authority. We also request below clause to be added: Bidder shall not be responsible under indemnity provisions in this Agreement to the extent that loss is attributable to the negligence or breach of this Agreement and breach of applicable laws by the Bank or its employees or for any services that is availed by Bank outside the scope of this Contract/SLA.	Clause stands as per RFP
95	66	Part V - Clause 25	Publicity	Requested Changes :- This clause should be kept mutual	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
96	66	Part V - Clause 29	Exit Option and Contract Re negotiation :- In addition to the cancellation of Purchase Order/said Agreement/Contract, the Bank reserves the right to appropriate the damages through invocation of Performance Bank Guarantee furnished by the selected bidder/Vendor.	Requested Changes :- Bank should not invoke the Performance Bank Guarantee without the consent of the Bidder	Clause stands as per RFP
97	68	30.Termination for Convenience	The Bank, by a written notice for a period of ninety (90) days (both in words and figures) sent to the selected Bidder/Vendor, may terminate the said Agreement/Contract, in whole or in part, at any time at its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Agreement/Contract is terminated and the date upon which such termination becomes effective.	Request the Bank to remove the provision on Termination for Convenience. Reason the bidder will be investing huge in the project, if any issue arises in the services then bank should provide a cure period of 90 days to resolve and rectify the issue.	Clause stands as per RFP
98	68	Part V - Clause 30 for Termination Convenience	The Bank, by a written notice for a period of ninety (90) days (both in words and figures) sent to the selected Bidder/Vendor, may terminate the said Agreement/Contract, in whole or in part, at any time at its convenience. The notice of termination shall specify that the termination is for Bank's convenience, the extent to which the performance of work under the said Agreement/Contract is terminated and the date upon which such termination becomes effective.	Requested Changes :- This clause should be kept mutual .	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
99	68	30	<p>Termination for Convenience: During the warranty period: The maximum penalty levied per ATM location shall not be more than the following year AMC amount quoted by Successful Bidder for the location per quarter.</p> <p>During the AMC period: The maximum penalty levied per ATM location shall not be more than the respective years AMC amount payable, if contacted, for the location per quarter.</p>	<p>As Bank has sought commercials for CDs to be supported for 2 years after 3 years of warranty, Bidder expects minimum 5 years of revenue yield from every CD. Hence, the tenure of Contract needs to be from effective date till last Kiosk deployed under the contract completes 5 years since its acceptance. We request Bank to modify this clause accordingly.</p> <p>Moreover, it will cause severe hardship to the Bidder/Vendor, if the Bank terminates this Contract / SLA for convenience for no reason attributable to the Bidder since Bidder/Vendor would have produced/procured machines/materials/components presuming Bank honours its own commitment. Hence, in case of termination for convenience from Bank's end ('without assigning any reasons' tantamounts to termination at convenience), Bidder/Vendor shall be paid at least for the CDs already produced/procured by Bidder/Vendor, those shipped & in-transit, and those in warehouses or delivered at Bank's sites.</p>	Clause stands as per RFP
100	68	Part V - Clause 31	Termination for Insolvency	Requested Changes:- This clause should be kept mutual	Clause stands as per RFP
101	68	Part V - Clause 32	Termination for Default	Requested Changes:- This clause should be kept mutual	Clause stands as per RFP
102	68	32	Termination for Default The Bank, without prejudice to any other	Bidder/Vendor shall be entitled to suspend services, if the Bank fails to make payment	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part, if the bidder fails to perform any obligation(s) under the Contract.	within 30 days period from submission of invoice. In case delay is beyond 90 days, Bidder/Vendor shall have right to terminate this Agreement, without any liability. We request Bank to modify this clause for such reciprocity.	
103	68	33. Consequences of Termination	In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), UCO Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.	Post termination Bank should not impose obligations on vendor without mutual consent.	Clause stands as per RFP
104	69	34	The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified. The selected bidder will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.	We request that the SLA and NDA shall be finalized mutually by the Parties. Also, we request Bank to allow for a reasonable period – say, 30 days minimum - for execution of the SLA.	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
105	70	37. Dispute Resolution Mechanism	b. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.	It is suggested to keep the seat of arbitration to Mumbai or New Delhi. Also, bidder may not be able to provide services during the period of dispute or pending resolution.	Clause stands as per RFP
106	70	Part V - Clause 37 (b)	Dispute resolution Mechanism	Requested Changes :- The place of arbitration should be Mumbai	Clause stands as per RFP
107	70	37 b.	Each Party to the dispute shall appoint one arbitrator each and two arbitrators shall jointly appoint the third or the presiding arbitrator.	Since panel of 3 arbitrators is very expensive for both Parties, we suggest that one arbitrator shall be appointed mutually by Parties.	Clause stands as per RFP
108	70	Part V - Clause 37 (d)	Dispute resolution Mechanism	Requested Changes :- The jurisdiction of courts should be Mumbai	Clause stands as per RFP
109	71	Part V - Clause 38	Arbitration	Requested Changes :- The place of arbitration should be Mumbai	Clause stands as per RFP
110	71	Part V - Clause 39	Applicable Law and jurisdiction of Court	Requested Changes :- The jurisdiction of courts should be Mumbai	Clause stands as per RFP
111	71	39. Applicable Law and Jurisdiction of Court	The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at	It is suggested to keep jurisdiction of courts at Mumbai or New Delhi	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			Kolkata (with the exclusion of all other Courts).		
112	71	40. Limitation of Liability	<p>i. For breach of any obligation mentioned in this document, subject to point no. (iii), in no event the Vendor shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total project cost/contract value.</p> <p>ii. The selected Bidder/Vendor will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of the loss caused to the Bank.</p>	<p>Suggested to change as follows: iii. In no event the Vendor shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding 10% of the total project cost/contract value ii. Request bank to remove sub Clause ii</p>	Clause stands as per RFP
113	71	40 (iii)	<p>Limitation of Liability: The limitations set forth in point no. 1 shall not apply with respect to: a) claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership; b) damages occasioned by the gross negligence or wilful misconduct of Service Provider; c) damages occasioned by Service Provider for breach of confidentiality obligations; d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.</p>	<p>These exclusions turn this into unlimited liability which can't be accepted by Bidder. We suggest that the Liability Limitation must apply to these cases as well. Also, Bidder/Vendor should be liable for actual & proven losses incurred by the Bank. We request Bank to modify this clause accordingly.</p>	Clause stands as per RFP
114	73	Part V - Clause 43	Blacklisting	Requested Changes :- Cannot agree to this	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
115	73	43	Blacklisting	We request that Bank should provide 30 days written notice for Bidder/Vendor to cure the breach, before considering to blacklist the bidder.	Clause stands as per RFP
116	81	Annexure IV	Format of Earnest Money Deposit	Requested Changes :- Bank should not invoke EMD without the consent of the bidder.	Clause stands as per RFP
117	86	Annexure VI	UNDERTAKING FOR NON-BLACKLISTING / NON-DEBARMENT OF THE BIDDER	Requested Changes :- Cannot agree for the same	Clause stands as per RFP
118	88	Annexure VII Undertaking to abide by the laws, rules and regulations	We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.	Requested Changes :- The bidder is liable for damages, losses, costs, charges etc which are directly attributable to the bidder and not otherwise.	Clause stands as per RFP
119	98	Annexure XIV	Format of Pre -Integrity Pact - Section 8 - Sanctions for Violation	Requested Changes :- Cannot agree to this	Clause stands as per RFP
120	99	Annexure XIV	Format of Pre-Integrity Pact - Section 9 Compensation for damages	Requested Changes :- Bank should provide a cure period of 30 days further bank cannot Invoke Earnest Money deposit without the consent of the bidder	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
121	102	Annexure XV	Non- Disclosure Agreement	Requested Changes :- Suggest the agreement to be kept mutual	Clause stands as per RFP
122	105	Annexure XV	Non- Disclosure Agreement - Section 9 Arbitration	Requested Changes :- The place of arbitration should be Mumbai	Clause stands as per RFP
123	107	Annexure XV	Non- Disclosure Agreement - Jurisdiction of Court	Requested Changes :- The jurisdiction of court should be Mumbai	Clause stands as per RFP
124	110	Annexure XVI	Bidder should not have been debarred / black-listed/ terminated /under termination/ issued any letter of termination by any Bank or RBI or any other regulatory authority or Financial Institutions in India as on date of RFP submission.	Requested Changes :- Cannot agree for the same	Clause stands as per RFP
125	111	3.1	UL291 Level 1 or higher/CEN L or higher Certified Secure Chest or higher (Certificate issued in favour of Successful Bidder by these agencies to be provided by Successful Bidder as part of the bid document). The body of the ATM safe should have torch & tool Resistance material which offers strong resistance and delays the breaching efforts considerably.	We request Bank to modify this to "Certificate issued in favour of Bidder or OEM".	Kindly refer corrigendum
126	112	3.6	S&G/Perto model dual electronic combination lock of 6+6 digits or higher with key, having one-time combination (OTC) and audit trail without any hardware change. Keys required to operate the lock in OTC mode should be provided by successful bidder without any cost to Bank. Password to be changed at the time of installation of ATM and should be mentioned ATM installation report.	We request Bank to either add 'equivalent industry-standard make' OR remove OEM names and amend this clause to read as "6+6 Digits dual electronic combination lock with key (if required for the lock provided)".	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
127	112	3.7	OTC required to be activated by Successful Bidder at the time of installation. In case OTC not activated at the time of installation, it is responsibility of successful bidder to activate the lock to operate through OTC mode in due course without any cost to the Bank.	Request Bank to clarify for Branch custodians who is going to manage the OTC	Clause is self explanatory
128	112	Annexure – XVII Technical Specification	3.8 The ATMs must have sensors capable to monitor the following: Chest Door Status, Duress Status, Temperature status, Vibration status, and Burglary Alarm. There must be a mechanism by which these sensors can be connected to a hooter or LED indicators, kept away from the ATMs without any cost to the bank.	Duress Status is not available , request bank to remove this	Clause stands as per RFP
129	112	4.4	ATM should have inbuilt internal battery for the protection from power surges or outages and also till the completion of current running transaction and the same should be recorded in EJ/Image.	Based on Banks requirement in India and as per industry norms, external UPS of appropriate size is being deployed by all Banks. There is no provision for any internal battery within ATM. Request Bank to remove this clause	RFP Page 112 Clause 4.4 stands deleted.
130	113	5.7	Minimum 4.... An extra of 4 programmable secured cassettes with lock and separate key and 1 lockable purge bin to be provided per ATM for implementation of cassette swap system.	Request Bank to clarify the requirement of lock & key within the cassette. Most banks use secure seal and is also asked by Bank. Additional lock add hassle and wear and tear issues and challenges of lock key management. Request Bank to remove the lock & key from spec.	Clause stands as per RFP
131	113	5.7	Minimum 4 programmable secured cassettes with lock and separate key and 1 lockable purge bin. The currency Cassette should preferably be 'Make in India' having standard	We would request bank to clarify that Each cassette will have lock and key. Is the bank requires Unique Key for each	Clause is self explanatory

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			/ convenience type with all safety provisions for external sealing lock. An extra of 4 programmable secured cassettes with lock and separate key and 1 lockable purge bin to be provided per ATM for implementation of cassette swap system	ATM ? (One type x 10 keys for all 8+2 Cassettes).	
132	113	5.8	Secure Divert cassette bin with lock and key. (The currency Cassette should be standard / convenience type with all safety provisions for external sealing lock	Banks who have implemented cassette swap has gone with security seal which is very connivant and provide better security from tamper. Request Bank to remove the lock & key and maintain the provision for security seals	Clause stands as per RFP
133	113	5.10	Currency bin/Cassettes tamper indication.	Request Bank to clarify the requirement here or remove the clause	Clause is self explanatory
134	113	5.14	Should have sensor to send message for lowcash supply to the ATM Switch	We would request Bank to modify the clause as - Should have option to send message for Low Cash supply to the ATM Switch Justification: Notes dispensation and Cash tally can be done through supply counters/Admin menu counters and low cash message to switch will be done based on Supply counters. Hence requesting bank to modify the clause as above or change low cash sensor as optional.	Clause stands as per RFP
135	113	5.15	ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS, Cert-In or any regulatory authorities guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, then for	Please consider:ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS, Cert-In or any regulatory authorities guidelines as on the Effective date of the agreement. If any new guidelines are	Kindly refer corrigendum

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			upgradation/updation of software pertaining to ATM for the purpose of enhancing their functionality to meet mandatory compliance from regulatory authorities or by bank with no extra cost to bank. For replacement/ addition of hardware component , if required, to meet mandatory regulatory compliances will be done on mutually agreed terms.	issued by these organizations, then for upgradation/updation of software pertaining to ATM for the purpose of enhancing their functionality to meet mandatory compliance from regulatory authorities or by bank with no extra cost to bank. For replacement/ addition of hardware component or third part software , if required, to meet mandatory regulatory compliances will be done on mutually agreed terms.	
136	115	6.10	End to end integration at ATM to generate and display dynamic QR code by installing an agent and/or changes application to facilitate Interoperable Cardless Cash Withdrawal(ICCW) by bidder without any cost to Bank.	Request Bank to clarify and provide the scope of implementation or keep this outside the current RFP scope. This setup requires back end changes and server which is not part of the ATM scope	Clause stands as per RFP
137	115	7.1	Intel Core i5 processor 6th Generation or higher, with minimum clock speed of 2.3 GHz or higher with minimum 3MB cache.	We would request Bank to modify the clause as - (i) Intel Core i5 processor 6th Generation or (ii) higher or Intel Core i3 processor 7th Generation or higher , with minimum clock speed of 2.3 GHz or higher with minimum 3MB cache.	Clause stands as per RFP
138	115	7.1	Intel Core i5 processor 6th Generation or higher, with minimum clock speed of 2.3 GHz or higher with minimum 3MB cache.	Please consider: However, if bidder is providing 6th/7thgeneration Intel® Core™ i3/i5 Processorwith minimum 2.3 GHz or above with 6MB cache or above and if anycompatibility/support issue arises duringcontract period then Bank may ask such Bidder to provide the 8th Generation	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
				Intel® Core™ i3 Processor or higher with minimum 3.3 GHz or above with minimum 6 MB cache or above configuration along with the necessary hardware and software (if any) for updating the same without any cost to the Bank. Decision of Bank regarding the compatibility will be final and bound to bidder for necessary upgradation and compliance.	
139	116	7.3	Microsoft Windows 10 or higher with latest service pack and patches capable of multitasking real time operations and software to control all activities of the ATM. Windows Operating System should be upgraded with latest version as and when required and mandated at no extra cost to Bank. Windows 10 OS should be upgradable to Windows 11 as the need arises at no cost to Bank	<p>We would request Bank to modify the clause as -</p> <p>Microsoft Windows 10/Linux or higher with latest service pack and patches capable of multitasking real time operations and software to control all activities of the ATM. Windows Operating System should be upgraded with latest version as and when required and mandated at no extra cost to Bank. Windows 10 OS should be upgradable to Windows 11 as the need arises at no cost to Bank</p> <p>Justification:</p> <p>Linux is highly secured against physical and cyber-attacks and malware attacks due to its hardened nature and Linux is more efficient in operation. No hardware upgradation required related to OS related upgrades over lifetime period. Already</p>	Kindly refer corrigendum

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
				Linux ATMs are successfully running in the bank environment	
140	116	7.4	(Windows 10 or higher) OS to be hardened to allow only the required services/ports and block all other services/ports to prevent all external virus attacks on the ATMs.	We would request Bank to modify the clause as - (Windows 10/Linux or higher) OS to be hardened to allow only the required services/ports and block all other services/ports to prevent all external virus attacks on the ATMs. Justification: Linux is highly secured against physical and cyber-attacks and malware attacks due to its hardened nature and Linux is more efficient in operation. No hardware upgradation required related to OS related upgrades over lifetime period. Already Linux ATMs are successfully running in the bank environment	Kindly refer corrigendum
141	116	7.4	There should be centralized applying of latest service pack and patches including Windows patches in ATMs on timely manner as and when required during the Warranty and AMC period. This job has to be done as a part of Warranty and AMC support services, without any extra cost to the Bank.	As there are limitation of connectivity and bandwidth to push SO remotely please consider: If possible, OEM shall give preference to do it by centralized applying of latest service pack and patches including Windows patches in ATMs on timely manner as and when required during the Warranty and AMC period. This job has to be done as a part of Warranty and AMC support services, without any extra cost to the Bank.	Clause stands as per RFP
142	117	7.7	Minimum 500 GB or higher SSD for OS and required applications. Minimum 1 TB or	We would request Bank to modify the clause as -	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			higher SATA/e-SATA HDD(For camera Image) or SSD hard disk with equivalent size	Minimum 500 GB or higher SSD/HDD for OS and required applications. Minimum 1 TB or higher SATA/e-SATA HDD (For camera Image) or SSD hard disk with equivalent size.	
143	117	7.7	Minimum 500 GB or higher SSD for OS and required applications. Minimum 1 TB or higher SATA/e-SATA HDD (For camera Image) or SSD hard disk with equivalent size.	In case of SSD HDDs, data recovery is almost impossible in cases of crash. We request Bank to opt for 1TB SAT HDD instead of 500 GB SSD HDD for OS.	Clause stands as per RFP
144	118	Technical Specification 8.9	Capable of Voice guidance to customer & digitalized WAV files in Indian accent for the same in all the three languages to be provided by Successful Bidder as per the Annexure XXVI of this RFP in consultation with the Bank at no additional cost.	Voice Guidance implementation will conform to the IBA guidelines and will support English and Hindi language only. Screens for Voice Guidance in Bank format to be provided by Bank . Bidder will implement the bank provided screens. Request Bank to acknowledge the same to implement Voice Guidance Solution in English and Hindi Language only.	Voice guidance need to be provided as per IBA guideline
145	118	Annexure – XVII Technical Specification	9 EPP PIN PAD 9.1 The PIN PAD must be rugged spill proof Triple DES enabled with polycarbonate tactile/ stainless steel 16 key alpha/numeric (EPP PIN pads) Keys. EPP Keypad to be PCI version 5.x or later compliant, Supporting Remote Key Management loading feature, Access For All (AFA) Standards, Physical Protection as per “PIN Protection Principles and Techniques” (PIN Shield) and approved Algorithm(s) for PIN	We request for EPP Keypad to be PCI 4.x or higher.	Please refer corrigendum

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			Encryption. Support advanced Encryption Standard in future without any additional hardware. (PCI version 3.x or later, certificate to be submitted)		
146	120	10.4	Capacity to hold 400m roll for printing approximately 5000 Transactions	Most Banks in India now prefer to use e-receipts and we recommend the roll size minimum be reduced to 120 to 130 mtrs with not less than 1100 receipts per roll	Clause stands as per RFP
147	120	11	Journal Printers	Please rectify to: Electronic Journal	Clause stands as per RFP
148	120	11.4	There should be low media warning for items viz. bills, , consumer receipts etc.	As it is an E-Journal, didn't has consumer items, we are requesting to Bank to delete this item.	Clause stands as per RFP
149	121	12.14	Software should be preloaded with CEN 3.0 complaint XFS or Equivalent with cross vendor support.	As per current standards, minimum supported version for MVS is 3.20. Request Bank to amend the clause as "Software should be preloaded with CEN 3.20 complaint XFS or Equivalent with cross vendor" support.	Clause stands as per RFP
150	121	12.7	WOSA/XFS(CEN/XFS) layer with all device drivers	We would request Bank to modify the clause as - WOSA/XFS (CEN/XFS)/Equivalent layer with all device drivers Justification: Native application will be equivalent to CEN XFS 3.10.	Kindly refer corrigendum
151	122	13.1.6	The solution shall be able to set Windows Password Centrally. BIOS should be enabled in the Machine	We would request Bank to modify the clause as - The solution shall be able to set Windows/Linux Password Centrally. BIOS should be enabled in the Machine	Kindly refer corrigendum

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
152	122	13.1.1	The terminal security solution should be monitored & controlled through centralized server and should work with any standard ATM agent monitoring solution.	For this, to have any other monitoring solution different of the OEM, Bank will promote the other vendor support for final UAT and integration support. Please confirm our understanding.	Clause is self explanatory
153	123	Technical Specefication 13.1.10	The solution should allow for the remote management of user credential according to strong password and industry requirements.	Request bank to provide more Clarification / Information to understand the requirement.	Clause is self explanatory
154	123	13.1.13	Effective, state-of-the-art protection against various Microsoft OS access related threats.	Request bank to provide more Clarification / Information to understand the requirement.	Clause is self explanatory
155	123	13.1.13	Effective, state-of-the-art protection against various Microsoft OS access related threats.	We would request Bank to modify the clause as - Effective, state-of-the-art protection against various Microsoft/ Linux OS access related threats.	Kindly refer corrigendum
156	123	13.1.18	ATMs should have enabled dynamic windows password	We would request Bank to modify the clause as - ATMs should have enabled dynamic windows/ Linux password	Kindly refer corrigendum
157	123	13.1.19	ATMs should have enabled BIOS password.	ATM will be install with Default BIOS password, Request bank to acknowledge the same.	Clause stands as per RFP
158	123	13.1.23	The solution should support online and offline password management.	Request clarification from the bank regarding this requirement. Password solution can either be offline or online. It cannot support both. Password management is not through any connected agent at the ATM. Online password can happen with Active	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
				Directory implementation. Request Bank to amend this clause	
159	123	13.1.27	OS Hardening solutions should support user (role based) access to the terminals based on tokens (no need to distributed user credentials)	Request bank to provide more Clarification / Information to understand the requirement.	Clause is self explanatory
160	124	13.1.29	The Operating System Hardening should be managed and administered centrally	Request bank to provide more Clarification / Information to understand the requirement.	Clause is self explanatory
161	125	13.2.11	ATMs Windows OS should be configured to work in a locked down / restricted mode (with non admin rights).	We would request Bank to modify the clause as - ATMs Windows/Linux OS should be configured to work in a locked down / restricted mode (with non admin rights).	Kindly refer corrigendum
162	125	13.2.12	The Windows admin password must be dynamic which must expire within specified period so as to be replaceable at specific intervals. There should be a separate Admin User ID password with restrictive access so that unauthorized persons should not be able to get access to the system Admin and BIOS password. The Operating System should have the provision for parameterization to log critical changes & incidents for monitoring purposes.	Request bank to provide more Clarification / Information to understand the requirement.	Clause is self explanatory
163	126	13.2.15	Secure HDE utilizes a custom pre-boot process to enable the ATM Authenticate over the network to ensure the system credentials is correct before the complete boot process is allowed. 1. Solution should Encrypt the whole Hard Disk (FHDE) 2. Encryption process tolerates interruptions i.e. power Outages,	Request bank to provide more Clarification / Information to understand the requirement.	Clause is self explanatory

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			without data loss. 3. HDE should use FIPS" 140-2 certified AES-NI 256-bit cryptographic engine 4. Support for Pre-boot Networking on both Legacy BIOS and UEFI devices 5. Auto boot - Seamless boot Up without additional authentication screen yet secure with encryption 6. Solution should do Sector based encryption; every byte of data is encrypted 7. Single Centralized management console for managing the encryption policies 8. Allows for Remote Browser-based Access to the Encryption Server for Administration and Reporting 9. Audit logs are automatically sent and stored on the encryption server.		
164	127	13.4	Bidder should provide Terminal Security Solution (TSS) with all necessary hardware, VMs, Database, application & system software with support during the entire contract period. The solution should be on hosted model at selected bidders own/hired premises/Data Center. The selected bidder to provide necessary dedicated connectivity from its managed Centre/data center to Bank's DC & DR location at Bangalore & Kolkata. The selected bidder has to comply with Bank's IT policy. The selected bidder to ensure end to end security features to be implemented and also update its system as per RBI guidelines. The selected bidder will allow Bank or its representative to conduct audit of their system as per Bank's requirement. Bidder	We would request Bank to clarify -Hosted model for TSS will require leased line connections between bidder's DC to bank's DC and DR. The commercial template in Annexure - X1X has line item 3 which is about TSS hardware cost alone. Does it mean that the leased line cost will be beared by the bank at its own expense?	Kindly refer corrigendum

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			should ensure full implementation of the RBI Control measure security for the contract period in all the machines without any additional cost to Bank. Data entry and maintenance in TSS server is to be the responsibility of the vendor without any cost to the Bank.		
165	128	14.9	Setting of BIOS and Windows Password Centrally	ATM supplied with Default BIOS password and can change Manually by Bank their own. Setting of BIOS password centrally not feasible. Request bank to ammend the clause .	Kindly refer corrigendum
166	128	14.9	Setting of BIOS and Windows Password Centrally	We would request Bank to modify the clause as - Setting of BIOS and Windows/Linux Password Centrally	Kindly refer corrigendum
167	131	20.4	Support to add additional 2nd external camera for site surveillance.	Bank has already asked for 3 camera, request to look into this requirement and delete the clause	Clause stands as per RFP
168	132	21.1	Should operate in a range of temperature from 5 degree Centigrade to 50 degree Centigrade	Typical working environment for a lobby ATM is 10 to 40C. Request Bank to amend the clause as 10 to 40 C	Clause stands as per RFP
169	132	21.2	Should be capable of operating in range of relative humidity conditions from 5%to 95%	Typical working environment for a lobby ATM is 20 to 80RH. Request Bank to amend the clause as 20 to 80RH	Clause stands as per RFP
170	133	24 Grouting	Moving / tilting of ATM for removing existing levelling screws. Drilling 8"-10" holes in the existing flooring using concrete drill bits. Hammering metal sleeves in these holes. Repositioning the ATM over the existing	Bidder request bank to approve this as default grouting specs for RFP.	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			markings. Putting in Anchor fasteners - min. 6" long anchor fasteners, preferably of Fischer make. Applying resin adhesive (Araldite) over the finished bolt positions for improved bonding & Repairing broke tiles, if any		
171	136	Annexure - XIX	3. Cost of Hardware to implement RBI control measures/Security solution	<p>We would request Bank to clarify - Implementing an hosted solution for TSS will involve the following:</p> <ol style="list-style-type: none"> 1. Data center cost 2. Leased line cost to DC and DR of bank. 3. Hardware and Software License cost. 4. Hardware and Software AMC cost. <p>However, the proposed commercial bid format talks of hardware cost only. Is bank expecting that all the above 4 costs be accounted in the hardware cost line item itself?</p>	Clause is self explanatory
172	139	Annexure-XX Commercial Bid	The TCO (Total cost of ownership) will be exclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.	In the Commercial Format GST amount is included please clarify	Kindly refer corrigendum.
173	148	4	Keypad button orientation is to be provided so that a visually challenged person can easily find buttons like Cancel, Clear and Enter. Also these three function keys should have distinct raised symbols so that a visually challenged user can feel and press a correct key. Keypad number pressed should be supported by a beep sound.	Request CD is with Touchscreen and PIN PAD. There is function Keys in the advance ATMs. Voice guidance done using the PIN PAD and is compliant to IBA guideline. Request Bank to look into this matter and remove the FDK from the specification which is coming in the RFP document in different pages	Voice guidance need to be provided as per IBA guideline

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
174	149	Annexure – XXVII	Vendor provided 2 rolls JP Paper of 200 meters each (Y/N)_____	Bank's requested to remove this point since EJ is centrally pulled and JP is removed from ATMs/CDs	"SI No 14 -Vendor provided 2 rolls JP Paper of 200 meters each (Y/N)_____ " in Annexure -XXVI stands deleted
175	-	-	General	Bidder requested bank to confirm that EJ services are not under scope of this RFP and bidder's responsibility is limited to install the bank provided or Bank's MSP provided EJ agent in ATM	Successful bidder need to ensure that EJ remains connected in ATMs
176	118 & 119	9.1 & 9.4 & 9.8	The PIN PAD must be rugged spill proof Triple DES enabled with polycarbonate tactile/ stainless steel 16 key alpha/numeric (EPP PIN pads) Keys. EPP Keypad to be PCI version 5.x or later compliant, Supporting Remote Key Management loading feature, Access For All (AFA) Standards, Physical Protection as per "PIN Protection Principles and Techniques" (PIN Shield) and approved Algorithm(s) for PIN Encryption. Support advanced Encryption Standard in future without any additional hardware. (PCI version 3.x or later, certificate to be submitted)andEPP keypad should be in conformance to PCI version 5.x or above and ADA compliant with sealed metal keypad. Vendor to submit the Certificate for conformance to any of the international standards should be attached along with the offer andConformance to PCI version 5.x or above EPP Standards which should also	Request bank to consider: EPP keypad should be in conformance to PCI version 4.x or above and ADA compliant with sealed metal keypad and shouldsupport advanced EncryptionStandard in future without anyadditional hardware (PCI version4.x or later, certificate to besubmitted)	Please refer corrigendum

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			support Rupay, VISA, MASTERCARD, Maestro, AMEX, JCB, Union PAY & Diner cards.		
177	12 & 109	4 & 4	The bidder should have a minimum annual turnover of Rs. 50 Crore per year during the last three financial years i.e. 2018-19, 2019-20 & 2020-21.	Please consider: The bidder should have average annual turnover of Rs. 50 Crore per year during the last three financial years i.e. 2018-19, 2019-20 & 2020-21.	Kindly refer corrigendum
178	42 & 113	7.3 & 5.15	ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS, Cert-In or any regulatory authorities guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, then for upgradation/updation of software pertaining to ATM for the purpose of enhancing their functionality to meet mandatory compliance from regulatory authorities or by bank with no extra cost to bank. For replacement/ addition of hardware component , if required, to meet mandatory regulatory compliances will be done on mutually agreed terms.	Please consider: ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS, Cert-In or any regulatory authorities guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, then for upgradation/updation of software pertaining to ATM for the purpose of enhancing their functionality to meet mandatory compliance from regulatory authorities or by bank with no extra cost to bank. For replacement/ addition of hardware component or third part software , if required, to meet mandatory regulatory compliances will be done on mutually agreed terms.	Kindly refer corrigendum
179	48 - 49	5. Warranty/AMC/ATS	Vendor must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period Vendor shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to UCO BANK	Please clarify Certified third party	Clause is self explanatory

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
			Warranty should not become void if UCO BANK buys any other supplemental hardware from a certified third party and installs it with these equipments.		
180	50 & 51	Part V Clause 6 - Payment terms	Orders for ATMs shall be placed by the Head Office-II, BPR & BTD, Salt Lake, Kolkata. Successful Bidder shall give acceptance within 7 days from the date of receipt of the order. However, Bank reserves right to cancel order, if the same is not accepted within 7 days from the date of receipt of order.	Requested Changes :- Suggest Bank yo provide further period of atleast 2 days before cancelling the order.	Clause stands as per RFP
181	54 & 55	Part V - Clause 9	Liquidated damages	Requested changes:- Bank to provide a cure period of atleast 7 days before invoking Liquidated damages. However Liquidated damages should be imposed on the bidder, only if the damages are caused due to actions which are directly attributable to the bidder . Further Bank cannot levy liquidated damages without the consent of the bidder.	Clause stands as per RFP
182	55 & 56	Part V - Clause 11	Performance Bank Gaurantee	Requested Changes :- Bank should not invoke the Performance Bank Gaurantee without the consent of the bidder.	Clause stands as per RFP
183	58 & 59	Part V - Clause 18	Confidentiality and Secrecy	Requested Changes :- This clause should be kept mutual	Clause stands as per RFP
184	75 & 76	Part V - Clause 44	Non- Disclosure	Requested Changes :- This clause should be kept mutual	Clause stands as per RFP
185	83, 84 and 85	Annexure V	Proforma for Performance Bank Gaurantee	Requested Changes : The Bidder is liable for any claim, demand, losses, liabilities or expenses of any nature and kind	Clause stands as per RFP

SL	RFP Pg No	RFP Clause No.	Original RFP Clause	Query Sought / Suggestions of the Bidder	Bank's Response
				whatsoever which are directly attributable to it and not otherwise.	
186			Successful Bidder has to ensure that EJ agent remains connected to ensure 100 % EJ pulling rate. If EJ disconnected and same is not connected in T+2 days after same is brought to successful bidder notice, Bank will charge a penalty of Rs 1000/- per incident per ATM. Further, in case of any penalty (ombudsman award etc.) imposed on the bank due to non-availability of EJ due to disconnection, the Bank will recover the amount from Successful Bidder claimed by the cardholder.	Bank is requested to exclude the penalty amount due to reasons not attributable to bidder.	Clause stands as per RFP
187		EARNEST MONEY DEPOSIT	The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months together with a claim period of 30 days in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder: Rs 50,00,000/- (Rupees fifty lakh only, in the form of BG)	We request for Online Payment or DD for EMD Amount	Clause stands as per RFP
188		8. PENALTY & LIQUIDATED DAMAGES	EJ PULLING SERVICES AND EJ RECONCILIATION SPARE PART REPLACEMENT CR CAMERA IMAGES/CCTV FOOTAGES	We request not to impose multiple penalties	Clause stands as per RFP



UCO BANK

Business Process Reengineering and Business Transaction Department Request for Proposal (RFP) For Supply, Installation & Maintenance of 300 Nos. of New ATMs Under CAPEX Model

RFP Ref. No: UCO/DIT/316/2022-23 Date: 30/04/2022

Amendments, Addendums and Corrigendum's uploaded on 20/05/2022

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	New Clause
1	12 & 109	4	The bidder should have a minimum annual turnover of Rs. 50 Crore per year during the last three financial years i.e. 2018-19, 2019-20 & 2020-21.	<u>RFP Page 12 & 109 Clause 4 stands modified as</u> The bidder should have minimum average annual turnover of Rs. 50 Crore per year during the last three financial years i.e. 2018-19, 2019-20 & 2020-21.
2	36	1.10	Successful Bidder will deliver along with the ATM, 5 rolls of receipt paper of 400 meters for each ATM.	<u>RFP Page 36 point 1.10 stands modified as</u> Successful Bidder will deliver along with the ATM, 5 rolls of receipt paper of 400 meters for each ATM or will supply the number of rolls equal to 2000 meters
3	37	3.4	3.4 Successful Bidder shall be responsible for timely applying/loading of all the software patches into all the individual ATM, other Hardware if any during the Warranty and AMC period. There should be centralized applying of OS as well as application patches including Windows patches. This job has to be done as a part of Warranty and AMC support services, without any extra cost to the Bank.	<u>RFP Page 36 Clause 3.4 stands modified as</u> 3.4 Successful Bidder shall be responsible for timely applying/loading of all the software patches into all the individual ATM, other Hardware if any during the Warranty and AMC period. There should be centralized applying of OS as well as application patches including Windows patches. If centralised pushing cannot be done same need to be done by successful bidder through engineer visit. This job has to be done as a part of Warranty and AMC support services, without any extra cost to the Bank.
4	42 & 113	7.3 & 5.15	ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS, Cert-In or any regulatory authorities	<u>RFP Page 42 Clause 7.3 and page 113 clause 5.15 stands modified as</u> ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS, Cert-In or any regulatory authorities

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause			New Clause		
			guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, then for upgradation/updation of software pertaining to ATM for the purpose of enhancing their functionality to meet mandatory compliance from regulatory authorities or by bank with no extra cost to bank. For replacement/ addition of hardware component, if required, to meet mandatory regulatory compliances will be done on mutually agreed terms.			guidelines till bid submission date. If any new guidelines are issued by these organizations after bid submission date to meet mandatory regulatory compliances will be done on mutually agreed terms.		
5	53	8				RFP Page 53 clause UPTIME MAINTENANCE table stands modified as:		
			Centers	Percentage guaranteed quarterly uptime	Penalty for every one percent or part thereof decrease in guaranteed quarterly uptime for each ATMs/equipment (in INR)	Centers	Percentage guaranteed quarterly uptime	Penalty for every one percent or part thereof decrease in guaranteed quarterly uptime for each ATMs/equipment (in INR)
			Metro & State Capital Centers	98%	5,000.00	Metro & State Capital Centers	98%	2,000.00
			Urban Centers (Other than Metro & State Capital Centers)	97%	5,000.00	Urban Centers (Other than Metro & State Capital Centers)	97%	2,000.00
			Semi urban & Rural Centers	96%	5,000.00	Semi urban & Rural Centers	96%	2,000.00
6	54	8	SPARE PART REPLACEMENT For spare parts / accessories ordered by the Bank, impacting the operation of ATM, the response and resolution time will be four hours in metro/urban centre and 6 hours at other centre			RFP Page 54 clause Spare Part Replacement stands modified as: SPARE PART REPLACEMENT For spare parts / accessories ordered by the Bank, impacting the operation of ATM, the response		

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	New Clause
			and for all other items which do not impact the operations of the ATMs, two working days. Penalties will be levied @ Rs.300/- per incident per day subject to maximum of Rs 25,000/- for incidents which affect the working/operations of the ATMs during warranty and maximum 25% of the AMC amount of the particular machine during AMC period. The penalties will be recovered from any payment due to the vendor under any contract with the Bank. No penalties will be levied for delays on account of uncontrollable circumstances in difficult and extremely remote areas. Vendor will have to provide necessary confirmation that delay was beyond their control from the concerned Branch Official / Zonal officials. if vendor fails to resolve the problem within 45 days then Bank may ask to vendor to replace the machine with new machine with same or higher configuration at no extra cost to Bank.	and resolution time will be four hours in metro/urban centre and 6 hours at other centre and for all other items which do not impact the operations of the ATMs, two working days. Penalties will be levied @ Rs.250/- per incident per day subject to maximum of Rs 5,000/- for incidents which affect the working/operations of the ATMs during warranty and maximum 25% of the AMC amount of the particular machine during AMC period. The penalties will be recovered from any payment due to the vendor under any contract with the Bank. No penalties will be levied for delays on account of uncontrollable circumstances in difficult and extremely remote areas. Vendor will have to provide necessary confirmation that delay was beyond their control from the concerned Branch Official / Zonal officials. if vendor fails to resolve the problem within 45 days then Bank may ask to vendor to replace the machine with new machine with same or higher configuration at no extra cost to Bank.
7	111	3.1	UL291 Level 1 or higher/CEN L or higher Certified Secure Chest or higher(Certificate issued in favour of Successful Bidder by these agencies to be provided by Successful Bidder as part of the bid document). The body of the ATM safe should have torch & tool Resistance material which offers strong resistance and delays the breaching efforts considerably.	<u>RFP Page 111 Clause 3.1 stands modified as</u> UL291 Level 1 or higher/CEN L or higher Certified Secure Chest or higher(Certificate issued in favour of Successful Bidder/ OEM by these agencies to be provided by Successful Bidder as part of the bid document). The body of the ATM safe should have torch & tool Resistance material which offers strong resistance and delays the breaching efforts considerably.

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	New Clause
8	112	4.4	ATM should have inbuilt internal battery for the protection from power surges or outages and also till the completion of current running transaction and the same should be recorded in EJ/Image.	<u>RFP Page 112 Clause 4.4 stands deleted.</u>
9	114	6.1	Hybrid Dip Reader for EMV Chip Smart Card and magnetic strip cards. ATM should be ready for reading EMV chip data from EMV card with required integrated software. (Vendor to submit EMV compliance certificate) Card reader should be compliant with EMV latest specification including hardware & software licenses. It will be the responsibility of the selected bidder to implement EMV including testing certification, co-coordinating with switch, enabling the same in individual ATM.	<u>RFP Page 114 Clause 6.1 stands modified as</u> Dip Reader for EMV Chip Smart Card. ATM should be ready for reading EMV chip data from EMV card with required integrated software. (Vendor to submit EMV compliance certificate) Card reader should be compliant with EMV latest specification including hardware & software licenses. It will be the responsibility of the selected bidder to implement EMV including testing certification, co-coordinating with switch, enabling the same in individual ATM.
10	116	7.3	Microsoft Windows 10 or higher with latest service pack and patches capable of multi-tasking real time operations and software to control all activities of the ATM. Windows Operating System should be upgraded with latest version as and when required and mandated at no extra cost to Bank. Windows 10 OS should be upgradable to Windows 11 as the need arises at no cost to Bank.	<u>RFP Page 116 Clause 7.3 stands modified as</u> Microsoft Windows 10/Linux or higher with latest service pack and patches capable of multi-tasking real time operations and software to control all activities of the ATM. Windows Operating System should be upgraded with latest version as and when required and mandated at no extra cost to Bank. Windows 10 OS should be upgradable to Windows 11 and Linux should be upgradable to higher supported version as the need arises at no cost to Bank.
11	116	7.4	(Windows 10 or higher) OS to be hardened to allow only the required services/ports and block all other services/ports to prevent all external virus attacks on the ATMs.	<u>RFP Page 116 Clause 7.4 stands modified as</u> (Windows 10/ Linux or higher) OS to be hardened to allow only the required services/ports and block all other services/ports to prevent all external virus attacks on the ATMs.
12	118	9.1	The PIN PAD must be rugged spill proof Triple DES enabled with polycarbonate tactile/ stainless steel 16 key alpha/numeric (EPP PIN pads) Keys. EPP	<u>RFP Page 118 Clause 9.1 stands modified as</u> The PIN PAD must be rugged spill proof Triple DES enabled with polycarbonate tactile/ stainless steel

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	New Clause
			Keypad to be PCI version 5.x or later compliant, Supporting Remote Key Management loading feature, Access For All (AFA) Standards, Physical Protection as per "PIN Protection Principles and Techniques" (PIN Shield) and approved Algorithm(s) for PIN Encryption. Support advanced Encryption Standard in future without any additional hardware. (PCI version 3.x or later, certificate to be submitted)	16 key alpha/numeric (EPP PIN pads) Keys. EPP Keypad to be PCI version 4.x or later compliant, Supporting Remote Key Management loading feature, Access For All (AFA) Standards, Physical Protection as per "PIN Protection Principles and Techniques" (PIN Shield) and approved Algorithm(s) for PIN Encryption. Support advanced Encryption Standard in future without any additional hardware. (PCI version 3.x or later, certificate to be submitted)
13	119	9.4	EPP keypad should be in conformance to PCI version 5.x or above and ADA compliant with sealed metal keypad. Vendor to submit the Certificate for conformance to any of the international standards should be attached along with the offer	<u>RFP Page 119 Clause 9.4 stands modified as</u> EPP keypad should be in conformance to PCI version 4.x or above and ADA compliant with sealed metal keypad. Vendor to submit the Certificate for conformance to any of the international standards should be attached along with the offer
14	119	9.8	Conformance to PCI version 5.x or above EPP Standards which should also support RuPay, VISA, MASTERCARD, Maestro, AMEX, JCB, Union PAY & Diner cards.	<u>RFP Page 119 Clause 9.8 stands modified as</u> Conformance to PCI version 4.x or above EPP Standards which should also support RuPay, VISA, MASTERCARD, Maestro, AMEX, JCB, Union PAY & Diner cards.
15	121	12.7	WOSA/XFS(CEN/XFS) layer with all device drivers	<u>RFP Page 121 Clause 12.7 stands modified as</u> WOSA/XFS(CEN/XFS)/Equivalent layer with all device drivers
16	122	13.1.6	The solution shall be able to set Windows Password Centrally. BIOS should be enabled in the Machine.	<u>RFP Page 122 Clause 13.1.6 stands modified as</u> The solution shall be able to set Windows/ Linux Password Centrally. BIOS should be enabled in the Machine.
17	123	13.1.13	Effective, state-of-the-art protection against various Microsoft OS access related threats.	<u>RFP Page 123 Clause 13.1.13 stands modified as</u> Effective, state-of-the-art protection against various Microsoft/ Linux OS access related threats.
18	123	13.1.18	ATMs should have enabled dynamic windows password.	<u>RFP Page 123 Clause 13.1.18 stands modified as</u>

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	New Clause
				ATMs should have enabled dynamic windows/ Linux password.
19	125	13.2.11	ATMs Windows OS should be configured to work in a locked down / restricted mode (with non admin rights).	RFP Page 123 Clause 13.2.11 stands modified as ATMs Windows/ Linux OS should be configured to work in a locked down / restricted mode (with non admin rights).
20	128	14.9	Setting of BIOS and Windows Password Centrally	RFP Page 128 Clause 14.9 stands modified as Setting of Windows/ Linux password Centrally
21	127	13.4	Bidder should provide Terminal Security Solution (TSS) with all necessary hardware, VMs, Database, application & system software with support during the entire contract period. The solution should be on hosted model at selected bidders own/hired premises/Data Center. The selected bidder to provide necessary dedicated connectivity from its managed Centre/data center to Bank's DC & DR location at Bangalore & Kolkata. The selected bidder has to comply with Bank's IT policy. The selected bidder to ensure end to end security features to be implemented and also update its system as per RBI guidelines. The selected bidder will allow Bank or its representative to conduct audit of their system as per Bank's requirement. Bidder should ensure full implementation of the RBI Control measure security for the contract period in all the machines without any additional cost to Bank. Data entry and maintenance in TSS server is to be the responsibility of the vendor without any cost to the Bank.	RFP Page 127 Clause 13.4 stands modified as Bidder should provide Terminal Security Solution (TSS) with all necessary hardware, VMs, Database, application & system software with support during the entire contract period. The solution should be on Banks premises at Bank's DC & DR location at Bangalore & Kolkata. The selected bidder has to comply with Bank's IT policy. The selected bidder to ensure end to end security features to be implemented and also update its system as per RBI guidelines. The selected bidder will allow Bank or its representative to conduct audit of their system as per Bank's requirement. Bidder should ensure full implementation of the RBI Control measure security for the contract period in all the machines without any additional cost to Bank. Data entry and maintenance in TSS server is to be the responsibility of the vendor without any cost to the Bank.
22	149	Annexure – XXVII SI No 14	Vendor provided 2 rolls JP Paper of 200 meters each (Y/N)_____	RFP Page 149 Annexure XXVII SI No.14 stands deleted.

Revised Masked Commercial Bid**(To be submitted with technical Bid)****RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Mode****(Amount in Rs.)**

Sl. No	Description	Unit Price (X)	GST %	GST amount (Y)	Unit Total Price Z= (X+Y)
1	Cost of Front Loading Automated Teller Machine (with 3 year warranty) as per the technical & functional specifications given in the RFP.				
2	Cost of 4 additional Cassette and 1 lockable purge bin				
3	Cost of Hardware to implement RBI control measures/Security solution				
4	AMC for Front Loading ATM for 4 th year				
5	AMC for Front Loading ATM for 5 th year				
6	Unit cost of One ATM (Sum of Sl. No. 1,2,3,4,5,)				
7	BUY BACK COST FOR UNIT ATM (to be less)				
8	Unit Cost less Buy Back cost (Sl. No. 6 – Sl. No. 7]				
9	Total Cost for 300 ATMs less Buy Back (Sr. No. 8 *300)				
10	TOTAL COST OF OWNERSHIP (in Figures)				
11	TOTAL COST OF OWNERSHIP (in Words)				

Note:

- The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above-mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon our company.
- We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- We have not added or modified any clauses / statements / recordings / declarations in the commercial offer, which is conditional and / or qualified or subjected to suggestions, which contain any deviation in terms & conditions or any specification.
- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected
- If the cost for any line item is indicated as zero or blank, then Bank may assume that the said item is provided to the Bank without any cost.

- f. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- g. Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.
- h. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- i. Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- j. All prices should be quoted in Indian Rupees (INR) only.
- k. Bank will not communicate with OEM / OSD for any queries
- l. We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
- m. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which is conditional and/or qualified or subjected to suggestions.
- n. We have not added or modified any clauses/ statements/ recordings/ declarations in the commercial offer, which contain any deviation in terms & conditions or any specification.
- o. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- p. In case of any discrepancy between figures and words, the amount in words shall prevail.
- q. Please note that any Commercial offer which is conditional and/ or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
- r. All prices should be quoted in (INR) only.
- s. **Bidder needs to submit mask commercial BOM mentioning make, model and part code no. along with Technical bid.**
- t. The TCO (Total cost of ownership) will be inclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.
- u. **The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the selected bidder.**

Place: _____ Signature of Bidder: _____

Date: _____ Name: _____

Business Address: _____

Revised Commercial Bid**RFP for Supply, Installation and Maintenance of 300 New ATMs under CAPEX Model****(Amount in Rs.)**

Sl. No	Description	Unit Price (X)	GST %	GST amount (Y)	Unit Total Price Z= (X+Y)
1	Cost of Front Loading Automated Teller Machine (with 3 year warranty) as per the technical & functional specifications given in the RFP.				
2	Cost of 4 additional lockable Cassettes and 1 lockable purge bin				
3	Cost of Hardware to implement RBI control measures/Security solution				
4	AMC for Front Loading ATM for 4 th year				
5	AMC for Front Loading ATM for 5 th year				
6	Unit cost of One ATM (Sum of Sl. No. 1,2,3,4,5,)				
7	BUY BACK COST FOR UNIT ATM (to be less)				
8	Unit Cost less Buy Back cost (Sl. No. 6-Sl No. 7]				
9	Total Cost for 300 ATMs less Buy Back (Sr. No. 8 *300)				
10	TOTAL COST OF OWNERSHIP (in Figures)				
11	TOTAL COST OF OWNERSHIP (in Words)				

Note:

- The calculation for arriving at TCO is properly mentioned in the appropriate columns and we confirm that the above-mentioned rates are accurate. In case of any anomalies in the calculation for arriving at TCO, the Bank will have the right to rectify the same and it will be binding upon our company.
- We have ensured that the price information is filled in the Commercial Offer at appropriate column without any typographical or arithmetic errors. All fields have been filled in correctly.
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- We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected
- If the cost for any line item is indicated as zero or blank then Bank may assume that the said item is provided to the Bank without any cost.
- Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- Present Rate of tax, if applicable, should be quoted in respective columns. The Bank will pay the applicable taxes for the above mentioned tax type ruling at the time of actual

delivery of service/implementation and resultant billing. However, no other tax type will be paid. The Octroi / Entry Tax will be paid extra, wherever applicable on submission of actual tax receipt.

- h. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- i. Please note that any commercial offer which is conditional and / or qualified or subjected to suggestions will also be summarily rejected. This offer shall not contain any deviation in terms & condition or any specifications, if so such offer will be summarily rejected.
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- o. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
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- r. All prices should be quoted in (INR) only.
- s. **Bidder needs to submit mask commercial BOM mentioning make, model and part code no. along with Technical bid.**
- t. The TCO (Total cost of ownership) will be inclusive of GST and other applicable taxes. However the GST and other applicable taxes will be paid as per actuals.
- u. **The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the selected bidder.**

Place: Signature of Bidder: _____

Date: Name: _____

Business Address: _____