



**Department of Information Technology  
Request for Proposal (RFP)**

For

**Selection of Vendor for Implementation of OTC Solution for Cash Replenishment in CAPEX ATMs with App/SMS based Service  
DIT/BPR&BTD/OA/3204/2020-21 Date: 02/02/2021**

**Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s) Amendments, Addendums and Corrigendums**

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Query Sought/Suggestions of the Bidder	Bank's Response
1.	11	3. Eligibility Criteria Point No.-5	The bidder should have minimum One years of experience in implementation of the proposed product / solution in any one Scheduled Commercial Bank having at least 1000 ATMs in India.	We request Bank to consider the following changes in this Point since this solution has been recently adopted by banks in India. The bidder should have minimum six months of experience in implementation of the proposed product / solution in any one Scheduled Commercial Bank having at least 1000 ATMs in India.	<b>Clause stands modified as below:</b> The bidder should have at least six (6) month of experience in implementation of the proposed product / solution any one Scheduled Commercial Bank having at least 1000 ATMs in India.
2.	32	Part – IV Scope of Work 1. Installation of Lock Management Software	Bank is having three type of OTC Locks: S&G lock, Kaba lock & Perto lock. Successful Bidder need to install Lock Management Software(LMS) at Bank DC & DR location which will support all these OTC locks.	Request Bank to share the quantity and Model of such Lock.	<b>Details are as follows:</b> <b>S&amp;G Titan A Series:-</b> ~1700 ATMs <b>Dorma KABA-Questor SM:-</b> ~300 ATMs <b>Perto HSL Lock:-</b> ~200 ATMs

3.	32	Part – IV Scope of Work 1. Installation of Lock Management Software	Lock Management Software for Perto Make Locks shall be provided by the Bank. However, integration and implementation and Management of Hardware , OS etc. shall be the responsibility of successful bidder.	Request Bank to Share API for integration and implementation of LMS for Perto , S&G and Kaba lock.	<b>Clause clarified as under:</b> API/ISO/XML/ WEB BASED for LMS which required to be integrated with Bank system need to be provided by successful bidder. However SMS API will be shared with selected bidder.
			LMS should support OTC pass code generation and validation for all models of S&G, Kaba&Perto OTC lock.	Using respective make API ,Request bank to provide API.	
			Successful bidder required to integrate LMS software for delivery of OTP with Bank's existing SMS vendor.	Bank has to provide the integration API and process of existing SMS vendor.	
4.	32	1. Installation of Lock Management Software	Servers required to install LMS at Bank's DC & DR need to be provided by successful bidder. Maintenance of server and LMS software is required to be done by successful bidder.	Suggest Bank to go for Opex model so that Bank can save huge cost on Servers. Recently banks have gone for Opex model for deployment on per month per ATM cost. All servers will be hosted at Bidders premises.	<b>Clause stands as per RFP.</b>
5.	32	Part – IV Scope of Work 1. Installation of Lock Management Software	Successful bidder is required to ensure that upgradation (required in cases like end of support or regulatory guidelines etc.), supply, installation and implementation of upgraded versions of software (updates/ upgrades), Rectification of Bugs/defects if any, Software, reinstallation of firmware/ software, whenever required without any additional cost.	Kindly clarify to which software's Bank is mentioning. We will provide support to Locks management application which is provided by us. Request Bank to relook at clause as far as updates are required can be done by the bidder. For any upgrade from regulatory guidelines which cannot be foreseen now. Hence the same should be on mutually agreed commercial.	<b>Clause stands as per RFP.</b>
6.	32	1	In future if Bank's SMS vendor changes then successful bidder required to integrate LMS software	Any future integration with new SMS vendor can be taken on case-to-case basis on mutually agreed terms and	<b>Clause stands as per RFP.</b>

			with new SMS vendor without any cost to Bank.	commercials	
7.	32	1	Successful bidder is required to integrate LMS software with Bank's System through API/ISO/XML as per Bank's requirement, so that designated ATM custodian can generate OTC for opening the machine lock without any manual intervention.	Kindly clarify 1. What is Bank's System 2. What is the role of Bank's System	<b>Clause is clarified as under :</b> Bank System through which OTC generation request will be sent.
8.	32	1	LMS should identify the terminal only based on the unique ID and registered mobile number. Under no circumstances, the ATMID or location details shall be stored in the LMS.	Kindly clarify how the proposed LMS will identify terminals if no details are stored.	<b>Clause is clarified as under :</b> This will be ascertained during implementation phase.
9.	32	1	For Bank's designated CRA agencies, successful bidder is required to provide a web portal through which OTP can be generated for OTC operation. This web portal will be used by CRA and OTP can be generated for allocated ATMs only.	Kindly clarify how the proposed LMS will validate CRA agencies and its users.	<b>Clause is self-explanatory.</b>
10.	32	2. Activation of OTC Lock	Black Key/user id-password for OTC operation need to be handed over to designated ATM custodian.	Bank to confirm Black Key will be 1:1 ratio or 2:1 ratio. No Mention of Red count (Activation Keys).	1:1 ratio of Black Key.
11.	33	4.Infrastructure Related	The offered solution and environment should be PA-DSS and PCI-DSS certified currently and throughout the contract period.	PCI-DSS certificate is only applicable to applications which deal with financial transactions.	<b>Clause stand modified as:</b> "The offered solution and environment should be PA-DSS certified currently and throughout the contract period."

12.	33	4. Infrastructure Related	Successful Bidder is required to integrate lock management Software solution with Bank's system for generation of pass code by Branch ATM custodian. Generated Passcode will be delivered to ATM custodian through SMS.	Depending upon the capacity sizing/Bridge Architecture provided by Bank	Clause is self-explanatory.
13.	33	4. Infrastructure Related	Successful Bidder should have a dedicated help line number for the bank custodians to contact and avail support from 08:00 AM to 10:00 PM on all bank working days.	Kindly clarify as the resources and Servers are placed and hosted at Bank premises, the resources will be utilizing Bank's PC's and Landline.	<b>Clause is clarified as under:</b> For FM, PC & Landline will be provided by Bank.
14.	34	5. Lock Management Solution (LMS) Related	The solution should maintain required details such as Mobile number, email-id, DOB or any other relevant information required for verifying the identity of the custodian before sending OTP to Bank's custodian.	Kindly clarify, this clause is contradicting the clause mentioned Under no circumstances, the ATMID or location details shall be stored in the LMS. ( Page no 32)	<b>Clause is clarified as under:</b> ATM ID & ATM custodian information are different.
15.	34	5. Lock Management Solution (LMS) Related	Successful bidder should carry out customization in the software solution at no additional cost to the Bank as and when new guidelines are issued by regulatory authorities (RBI, IBA & Government of India) on OTC lock Management.	Request Bank to relook at clause as far as updates are required can be done by the bidder. For any upgrade from regulatory guidelines which cannot be foreseen now. Hence the same should be on mutually agreed Commercial.	<b>Clause stands as per RFP.</b>
16.	34	5. Lock Management Solution (LMS) Related	The solution should have provisions for receiving requests for OTC passcode generations through various channels such as telephone call, SMS, email and also through web portal.	Kindly clarify how proposed LMS system will read OTC requests from channels Telephone calls, SMS and Email. Will there be a Bank server which will raise OTC request with proposed LMS system, if yes kindly share the integration details.	<b>Clause is clarified as under:</b> API/ISO/XML/ WEB BASED for LMS which required to be integrated with Bank system need to be provided by successful bidder. In case of any technical issue on automatic OTC delivery,

					successful bidder FM will support branch for OTC.
17.	34	5. Lock Management Solution (LMS) Related	The solution should support time bound pass code management, i.e it should be possible to configure and change the duration of validity of pass codes at any time.	Pass codes is generated based on time duration mentioned at time of OTC request, once generated the time block cannot be modified for generated lock.	<b>Clause stands as per RFP.</b>
18.	35	6. Integration of LMS software with Bank Core Banking Solution and with Bank's SMS Vendor	The bidder shall have to make the necessary integration and required customisation to communicate with ATM network, Banking Solution or any other Core Banking Solution. In future if Bank changes/upgraded its Core Banking solution, the selected bidder has to integrate with the new Core Banking solution without any additional cost to Bank.	Any integration with ATM network, Banking solution or any other Core Banking software will be via Bank's provided API and process. For any future upgrades in Bank's software, Bank has to make necessary changes in their API, Changes at proposed LMS will be done on mutual agreed terms and commercials.	<b>Clause is clarified as under:</b> API/ISO/XML/ WEB BASED for LMS which required to be integrated with Bank system need to be provided by successful bidder.
19.	35	6. Integration of LMS software with Bank Core Banking Solution and with Bank's SMS Vendor	The bidder shall have to make integration with Bank's SMS vendor for sending OTP & Other related SMS. Bank will bear the SMS cost only. The integration cost has to be borne by selected bidder. In future if Bank changes its SMS vendor, the selected bidder has to integrate with the solution of the new vendor without any additional cost to Bank. Bank may avail the facility of SMS service provider with whom the selected bidder has a tie-up, if required and found feasible. The decision of the Bank in this regard is final.	Kindly clarify "Other related SMS".	<b>Clause is clarified as under:</b> SMS required to operate the lock in OTC mode.

20.	35	7 Portal for Bank's Use	The web portal should have provisions to generate various MIS reports	The web portal can provide standard MIS reports related to OTC requested details via Web portal, other reports can be provided if supported by OTC make API.	<b>Clause stands as per RFP.</b>
21.	35	6.Integration of LMS software with Bank Core Banking Solution and with Bank's SMS Vendor	Selected bidder has to provide video job card along with other job cards about the system & its functionality. Selected bidder is also required to give demonstration to branches for operation.	Kindly clarify on video job card.	<b>Clause is clarified as under:</b> Job card with a video containing end-to end process of operation of the lock in OTC mode by ATM custodian.
22.	37	Part V 2. Delivery Schedule Of Implementation	1.Delivery of server & installation of LMS at Bank's location - 4 weeks from the date of receipt of Purchase Order	Request Bank to reconsider the same for 8 Weeks as the time line is very stringent.	<b>Please refer to Corrigendum page.</b>
23.	37	Part V 2. Delivery Schedule Of Implementation	2. Integration of LMS software with Bank's System and SMS for OTC generation by Custodian - 4 weeks from the date of receipt of Purchase Order	Request Bank to reconsider the same for 6 Weeks post delivery and Installation of Server.	<b>Please refer to Corrigendum page.</b>
24.	37	Part V 2. Delivery Schedule Of Implementation	3. Supply of programmed physical keys at Bank's identified site - 6 weeks from the date of receipt of Purchase Order	Request Bank to reconsider the same for 8 Weeks post delivery and Installation of Server	<b>Please refer to Corrigendum page.</b>
25.	37	Part V 2. Delivery Schedule Of Implementation	4. Activation of locks at the terminal location and training to the custodians - 4 weeks from the date of receiving written confirmation from the Bank	Request Bank to reconsider the same for 12 Weeks post Integration of LMS software with Bank's System and SMS for OTC generation by Custodian	<b>Please refer to Corrigendum page.</b>

26.	39	7. Liquidated Damage	Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the price of undelivered portion/ not installed services of 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.	We request for , liquidated damages at 1% (One percent) of the price of undelivered portion/ not installed services of per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 5% of the total cost of ownership.	Clause stands as per RFP.
27.	99	4.4	The cost for migration / integration from the Bank"s existing service provider shall be borne by the selected Bidder.	Request Bank to Provide the required API/ intergration software thru their servcie provider since Bank is providing Lock Management Software of their existing vendor as as per clause Pg. 32 Part VI , Point 1	Clause stands as per RFP.
28.	100	Annexure XXI	<b>Technical Bill of Material</b> 4 Black Key 5 Red Key	For the stock of keys will this be done by Bank or will be procured by Bidder Quantity not specified.	Please refer revised commercial BID section.
29.	37	Contract Period	The tenure of the Contract will be for a period of 3 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 bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after completion of initial period of 3 years, the contract may be extended/ renewed for	We request Bank to allow Bidder to have a right to terminate the contract as per its convenience without assigning any reasons by providing 90 days written notice.  Furthermore we request Bank that, upon expiry of 36 months, the contract should be renewed as per the terms mutually agreed between the parties & SLA should be decided mutually between the parties.	Clause stands as per RFP.

			<p>further 2 years on existing terms and condition as per Bank's discretion.</p> <p>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.</p>		
30.	9	Bid Control Sheet	Last Date and Time for receipts of tender bids	We request Bank to allow 15 working days to submit the bid post release of Corrigendum & Pre bid queries response.	<b>Bid Submission is already extended till 09.03.2021 at 04:00 PM.</b>
31.	13	Disclaimer	Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or	We request Bank to take liability of the negligence on part of its employees.	<b>Clause stands as per RFP.</b>



			projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.		
32.	26	33.2.b	<p>33.2 Verification of Local Content:</p> <p>a. The „Class-1 local supplier”/”Class-II Local Supplier” at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self –certification that the item offered meets the local content requirement for „Class –I Local Supplier”/”Class –II Local Supplier”, as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>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</p>	<p>We request Bank to clarify this clause.</p> <p>33.2 a) Bank is asking bidder to provide self certification&amp; in 33.2 b) bidder is asked to provide Certificate from Statutory / cost auditor. Kindly clarify is 33.2b) is applicable only if value in excess of Rs 10 Crores.</p>	<b>Clause is self-explanatory.</b>

			<p>the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>The local supplier at the time of submission of bid shall be required to provide a certificate as per Annexure-XXVI from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content</p>		
<b>33.</b>	32	<p>Part IV - Scope of Work</p> <p>1. Installation of Lock Management Software</p>	<p>The OTC pass codes should be numeric codes and should be sent to the mobile number registered against the terminal via SMS. In future if Bank's SMS vendor changes then successful bidder required to integrate LMS software with new SMS vendor without any cost to Bank.</p>	<p>We request Bank to allow bidder to share OTC through web based application to the mobile.</p>	<p><b>Clause stands as per RFP.</b></p>
<b>34.</b>	32	<p><b>Scope of Work</b></p> <p>1. Installation of Lock</p>	<p>Servers required to install LMS at Bank's DC &amp; DR need to be provided by successful bidder. Maintenance of server and LMS</p>	<p>We request Bank to clarify, as both points are contradictory.</p>	<p>Clause 4 point 2 of page 33 &amp; 1.2 of page 96</p> <p><b>Clause stands modified as</b></p> <p>"Successful Bidder required to</p>

		Managemen t Software 4. Infrastructure Related	software is required to be done by successful bidder.  Ø Successful Bidder required to install S & G, Kaba&Perto Lock Management Software in Bank"s Provided Server at DC & DR Location		install S & G, Kaba & Perto Lock Management Software in Server provided by them at DC & DR Location "
35.	33	Part IV - Scope of Work 3. Facility Managemen t Services	Successful bidder shall deploy two (2) Facility Management resource (Onsite support personnel) who will also be a certified engineer for remote monitoring, trouble shooting of OTC operation at the Bank"s ATM cell. MIS generation and submission of daily, monthly, quarterly and cumulative reports will be the sole responsibility of the FM resource of successful bidder. Successful bidder has to provide substitute FM resource in case posted FM resource remain absent or on leave. Holidays of FM resource shall be governed as per national holidays. In case of no substitute provided for the absent period or report not provided for any working day then a penalty of Rs.1000/- per day will be levied. It is the responsibility of the successful bidder to monitor the actions/performances of the onsite	We request Bank to clarify whether 2 Sources are supposed to be made available simultaneously at Banks ATM cell or in shift wise manner.  If two are supposed to be present at the same time, we request Bank not to penalise bidder at all in case, one of the FM is absent for a day. Furthermore, we request Bank to modify the work timings of FM to 9 AM to 7 PM as 14 working hours are not as per Labor law working law.  In case Bank wants FM to work beyond these timings, we request Bank to pay bidder hourly charges	<b>Clause Clarified as under:</b> Provided time should be managed by successful bidder in shift duty.

			support personnel. The onsite support personnel should be available on all working days of the bank from 8:00AM to 10:00 PM. The onsite support will be a single point of contact for the Bank to redress complaints. If required, the FM should work beyond mentioned timings without any extra cost to bank.		
36.	38	5. Terms of Payment A. Hardware (ii) B. Software (ii)	Remaining 10% of the order value (i.e. the residual amount) will be paid after completion of 3 months of Go live	We request bank to pay the balance 10% after completion of one month of GO LIVE	Clause stands as per RFP.
37.	39	Part IV - Scope of Work 6. Penalty & Uptime	<p>The successful bidder shall provide a guaranteed uptime of 99.9% for the service which shall be calculated on monthly basis.</p> <p>For SLA purpose a month will be treated as 30 days. If the successful bidder fails to maintain guaranteed uptime of 99.9% on monthly basis, Bank shall impose penalty of Rs. 5,000/- for every hour increase in downtime, or part thereof, subject to a maximum of Rs. 1 Lakhs per month. Bank may consider termination of the contract once the maximum penalty is reached during any</p>	<p>We request Bank to modify expected downtime to 98 %.</p> <p>Furthermore we request Bank to charge penalty of 500 Rs per hour in case of downtime and cap the same at 10,000 Rs per month.</p> <p>We strongly urge Bank to calculate downtime only of a system deployed by vendor. Received complaints from Branches &amp; custodians can also be pertaining to OTP reception due to issue with SMS vendor which is beyond Vendors control and thus request not to penalize vendor for the same.</p>	Clause stands as per RFP.

			<p>month or if the uptime is below 99.9 % continuously for 3 months in addition to charging penalty &amp; invoking Bank guarantee.</p> <p>The downtime will be calculated when the number of complaints received from bank's branches/custodian exceeds 10 complaints in a day for non-receipt of one time pass code till the time services are restored and a notification is received from successful bidder.</p>		
38.	39	7 Liquidation Damages	<p>Notwithstanding Bank's right to cancel the order, liquidated damages at 1% (One percent) of the price of undelivered portion/ not installed services of 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 by any mode such as adjusting from any payments to be made to the Bidder or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis. Dispatch details shall be shared by the bidder regularly after handing</p>	<p>We request Bank to charge either penalty of liquidation damages or penalty, not both.</p>	<p><b>Clause stands as per RFP.</b></p>

			over the consignment to the concerned Courier Agency/Indian Postal services. The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Bidder. Bank may invoke the Bank Guarantee for further delay in in delivery & migration.		
39.	46	Part IV - Scope of Work 18. Force Majeure	<p>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:</p> <ul style="list-style-type: none"> <li>• Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics/pandemics,</li> <li>• Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,</li> <li>• Terrorist attacks, public unrest in work area,</li> </ul>	We request Bank to include in the Force Majeure definition, notifications issued by governmental or semi-governmental bodies from time to time.	<b>Clause stands as per RFP.</b>
40.	52	27 Exit Option and Contract Re-	In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the	We request Bank that this clause should only be applicable in case, the termination is attributable to the default	<b>Clause stands as per RFP.</b>

		Negotiation	damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.	of the vendor.	
41.	52	27. Exit Option and Contract Re-Negotiation	The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.	We request bank to delete this clause as the costing is done based on the hardware and software cost existing at the time of bidding and so any renegotiation after implementation would be damaging for the vendor.	<b>Clause stands as per RFP.</b>
42.	54	30 Termination For Default	The Bank, without prejudice to any other 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.	We request Bank that vendor should be entitled to terminate or suspend the services by providing 60 days written notice to the Bank in case Bank fails to make payment within the time agreed between the parties.	<b>Clause stands as per RFP.</b>
43.	54	31 Termination For Convenience	The Bank may, by written notice for a period of ninety (90) days sent to the Vendor, terminate the Contract/Service Level Agreement, in whole or in part, at any time for 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 Contract/Service Level	We request Bank that vendor also have the right to terminate for convenience. And in case the orders have been placed, we request Bank to honor the commitment.	<b>Clause stands as per RFP.</b>

			Agreement is terminated and the date upon which such termination shall become effective.		
44.	55	32 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.	We request Bank to pay the bidder in case the bidder has incurred the cost. Furthermore we request Bank that this should not be invoked in case of the termination for convenience.	<b>Clause stands as per RFP.</b>
45.	59	40 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 willful misconduct of	We request Bank to clarify how breach of confidentiality can be ascertained in monetary terms.	<b>Clause stands as per RFP.</b>



			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.		
46.	59	41 Amendment(s) In the Contract / Service Level Agreement	There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.	We request Bank to incorporate that if case any change in cost due to such modifications, same should be mutually agreed.	Clause stands as per RFP.
47.	66	Annexure V	BANK GUARANTEE FORMAT	We request Bank to add that, the validity of the Bank Guarantee shall be expired upon termination or expiration of the Contract. Further, Vendor should be	Clause stands as per RFP.

				entitled for a cure period of minimum 30 days before Bank invokes Bank Guarantee to rectify the breach, if any.	
48.	73	Annexure IX	Undertaking letter on the selected bidder's letterhead for CMW Act & Labour Laws	We request Bank to clarify if this annexure needs to be submitted with the bid. Title of annexure says 'selected bidder' so we presume that this is supposed to be submitted after awarding the PO.	<b>Clause clarified as under:</b>  Need to be submitted by all the bidders.
49.	77	Annexure XIII	Undertaking for Authorisation	We request Bank to advise whether this undertaking is to be given by the vendor. Format includes OEM details but at bottom of annexure it is mentioned that it is required on Bidders letterhead. Please clarify.	<b>Clause clarified as under:</b>  It is applicable in case OEM itself is a bidder.
50.	80	Annexure XVI	PRE CONTRACT INTEGRITY PACT	We request Bank that the fraudulent practice or corrupted practice or illegal activities shall be proven by the Bank. Further, we request Bank that bidder shall only be responsible for the breaches or violations of the terms if any, which are directly attributable to the Bidder and which are proven by the adjudicating authority.	<b>Clause stands as per RFP.</b>
51.	91	Annexure XVIII	PROFORMA FOR DEED OF INDEMNITY	We request Bank that the draft should be mutually discussed and agreed at the time of execution.	<b>Clause stands as per RFP.</b>
52.	97	28 (h)Termination	After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance	We request Bank to accommodate that in the event the order is cancelled by any reason, the Bidder shall be entitled to charge Bank, the foreseeable costs to be incurred by Bidder in case the contract	<b>Clause stands as per RFP.</b>

			contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.	would not have been expired/terminated within 36 months.	
<b>53.</b>	101	Annexure XXII & Annexure XXXIII	Commercial bid Format	In the bid format shared, serial number 3 is missing, we request Bank to confirm the same.	<b>Please Refer to Corrigendum page.</b>
<b>54.</b>	105	27 Indemnity	Indemnity	We request Bank to hold Bidder liable only for direct damages losses which are suffered by the Bank and which are proven by the adjudicating authority and not otherwise.	<b>Clause stands as per RFP.</b>
<b>55.</b>	105	Indemnity	Request for New Clause to be added	<p>We request Bank to add below new Clause :</p> <p>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 Agreement .</p>	<b>Clause stands as per RFP.</b>

56.	105	Indemnity	Request for New Clause to be added	<p>We request Bank to add below new Clause :</p> <p>The reconciliation of the reports /statements should be followed by the bank on day to day basis for the services provided by the Vendor. In case of any error/s or discrepancies found during the verification the Bank should inform or notify the Vendor within 48 hours and maximum within Seven days from the time the MIS reports/statements submitted by the vendor failing which the reports/statements submitted by the vendor shall stand confirmed as correct and undisputed. The vendor shall not entertain any claims or liabilities raised by the bank later than prescribed time hereinabove.</p>	Clause Stands as per RFP.
57.	NA	New Clause	Request for New Clause to be added	<p>We request Bank to add below new Clause :</p> <p>Either Party shall under no condition/s be responsible for any losses incurred because of any acts of Terrorism Warlike situations/ Bomb explosion, Act of Foreign Enemy, hostilities, civil war, Rebellion, insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, detainment by the order of any government or any other authority. Hence losses under such situations</p>	Clause Stands as per RFP.

				cannot be lodged.	
<b>58.</b>	NA	NA	Number of Black keys to be purchased	2000 during the contract period	<b>2500 during contract period.</b>

**Bid submission date is hereby extended from 09.03.2021 to 17.03.2021 , 04:00 PM.  
Eligibility, Technical bid will be opened on 17.03.2021, 04:30 PM**

Corrigendum		
Reference	Existing clause	Modified Clause
Part-IV, Scope of work , Clause-4	The offered solution and environment should be PA-DSS and PCI-DSS certified currently and throughout the contract period.	The offered solution and environment should be PA-DSS certified currently and throughout the contract period.
Clause 4 point 2 of page 33 & 1.2 of page 96 4. Infrastructure Related	Successful Bidder required to install S & G, Kaba & Perto Lock Management Software in Bank's Provided Server at DC & DR Location.	Successful Bidder required to install S & G, Kaba & Perto Lock Management Software in Server provided by them at DC & DR Location
Part-V, Clause -13 "Award of contract"	Bank will award the contract to the H1 bidder and will notify the name of the selected Bidder by means of Letter of Intent (LOI). Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan. The selected Bidder shall submit the acceptance of the order within seven days from the date of receipt of the Letter of Intent (LOI). No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the Bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.	Bank will award the contract to the <b>L1</b> bidder and will notify the name of the selected Bidder by means of Letter of Intent (LOI). Bank may release the order either in Full or in part or place more than one order towards the contract based on project plan. The selected Bidder shall submit the acceptance of the order within seven days from the date of receipt of the Letter of Intent (LOI). No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the Bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

Part-V, Clause-2 stand modified as :

**Delivery Schedule Of Implementation (Modified)**

The entire assignment has to be completed in accordance with the timeline mentioned below:

Sl. No	Deliverable	Timeline for Completion
1	Delivery of server & installation of LMS at Bank's location	4 weeks from the date of receipt of Purchase Order
2	Integration of LMS software with Bank's System and SMS for OTC generation by Custodian	4 weeks from the date of receipt of Purchase Order
3	Supply of programmed physical keys at Bank's identified site	6 weeks from the date of receipt of Purchase Order
4	Activation of locks at the terminal location and training to the custodians	Total 8 weeks from the date of receiving written confirmation from the Bank.

\*Delivery of the consignments shall be tracked by the successful bidder and delivery report (with consignments tracking number, dispatch and delivery date of each consignments) should be submitted to the bank along with invoices.

### Revised Annexure-XXII and XXIII

#### COMMERCIAL BID

Sl.No	Requirement	Qty (A)	Cost/Unit (B)	GST% (C)	Total (D)=A*B
1	Cost of Server for DC & DR with 1 year warranty				
1.a	Cost of Server for DC				
1.b	Cost of Server for DR				
2	AMC cost of DC & DR Server				
2.a	AMC cost of DC Server for 2 <sup>nd</sup> years				
2.b	AMC cost of DR Server for 2 <sup>nd</sup> years				
2.c	AMC cost of DC Server for 3 <sup>rd</sup> years				
2.d	AMC cost of DR Server for 3 <sup>rd</sup> years				
3	Cost of LMS for S & G Lock				
4	Cost of LMS for KABA Lock				
5	Cost of Black Key required for accessing ATM safe door	2500			
6	Cost of Red key for one time activation of locks for acceptance of OTC password (One key per Zone)	50			
7	Lock Configuration & Activation Cost per ATM	2000			
8	Field Management				
8.a	Field Management Service 1 <sup>st</sup> Year	2			
8.b	Field Management Service 2 <sup>nd</sup> Year	2			
8.c	Field Management Service 3 <sup>rd</sup> Year	2			
9	<b>Total Cost of Ownership (in figure)</b>				
10	<b>Total Cost of Ownership (in words)</b>				

Note:

- The quantity mentioned above is only indicative and may change at the time of issuance of Purchase Order to the L-1 bidder.
- Bank reserves the right to place additional delivery order for up to 25% of the above quantity at the same price for the additional terminals to be installed by the Bank during the contract period.**

**The above quotation is subject to the following considerations:-**

- The calculation for arriving at TCO is properly mentioned in the appropriate columns. In case of any anomalies in the calculation for arriving at TCO the Bank will have the right to correct the same and it will be binding upon the selected bidder.

- ii. 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. All cost is quoted in INR only.
- iii. In case of any discrepancy between figures & words, the amount in words shall prevail.
- iv. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- v. We have ensured that the price information filled in the Commercial Offer at appropriate column is without any typographical or arithmetic errors. All fields have been filled in correctly.
- vi. Lowest Bidder (L1) will be determined on the Sl. Nos. 09 & 10, i.e. Total Cost of Ownership, i.e. TCO.
- vii. 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.
- viii. 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.
- ix. In case of non-adherence to any of the above, our offer will be summarily rejected.
- x. 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.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 02/02/2021 and subsequent pre-bid and amendments.

**Company Seal**

**Date**

**Name & Designation:**

**Authorized Signatory**