



Department of Information Technology

Request for Proposal (RFP) For Supply, Installation and Maintenance of Centralized Queue Management System for installation in Branches of UCO Bank (Re-Tendering) :: DIT/BPR&BTD/OA/3458/2020-21 Date: 01/03/2021

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

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Query Sought/Suggestions of the Bidder	Bank's Response
1.	80	Annexure-F	Calling Unit (Min 4 per branch)	Does any additional Hardware Required for Calling Unit?	<b>It is clarified that:</b> No additional calling unit (hardware) is required apart from the main unit i.e. web based client, where end user is empowered to perform calling.
2.	34	4-Scope of Work	The bidder would be responsible for timely applying/ loading of all the software patches into all the Systems and other hardware if any 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.	Will Antivirus and its Updates provided by Bank?	<b>It is clarified that:</b> Each of Bank's terminal have its own centralised Antivirus system with regular update. It is responsibility of vendor to provide AV wherever vendor's solution is available.
3.	78	18-Integrated Digital Signage	The videos transmission between the server and the branch should be encrypted using SFTP	For this SSL Certificate need to be provided by Bank or Bidder?	Selected bidder will have to provide SSL certificate.

4.	32	6 Scope of Work	Bidder has to ensure supply of consumable viz. Receipt Roll Stationery in sufficient quantity. Stationery replenishment cost needs to be factored in the Monthly Rental Charges	Requesting to Cost of Rolls should be taken Extra into Commercials and can be charged as per consumption.	<b>Clause stands as per RFP.</b>  Bidders have to factor the price of rolls in monthly costs only.
5.	38	6 Penalties & Service Level Agreement	Penalties & Service Level Agreement	For Uptime Calculation Both Vender and Banks Dependency should be taken into consideration.	<b>It is clarified that:</b> Any downtime occurred due to Bank's error will not be considered while calculating penalties.
6.	70	10 Ticket calling panel	The Ticket calling panel should be web based i.e. no installation to be done on the Bank's existing PC.	The Ticket calling panel should be web / App based i.e. no installation to be done on the Bank's existing PC.	<b>Clause stands as per RFP.</b>
7.	75	16 Appointment Booking	Appointment module: The customer to get an appointment in advance on a specific date, through web.	Appointment module: The customer to get an appointment in advance on a specific date, through Web/ Mobile App.	<b>Clause stands modified as:</b> The customer to get an appointment in advance on a specific date, through Web/ Mobile App
8.	76	16 Appointment Booking	Appointment reminders or confirmations, could be done via SMS, Email or in app notifications.	Branch to approve the appointment and notification to be sent to the customer via middleware available in the internet zone. This Middleware Software will be Provided by Bank or Need to be Deployed by Vender?	All required Hardware, Software, middleware etc. required by bidder's solution is to be provided by the selected bidder. In case approval is needed by the solution, it should be configured in such manner that appointment is initiated during banking hours only.
9.	112	Annexure – U Self-Certificate for	Point No. 7	More Clarity is Required. Price Disclosing will be there for this Format.	<b>Clause stands as per RFP.</b>

		Local Content			
10.	67	1-Token Dispenser	Industrial Grade PC with frameless design unit with sealed 15 inch LCD screen with Touchscreen (SAW) that can be mounted as a desktop or on a pedestal. The OS should be Windows 10 or compatible OS to ensure compatibility with the Bank's security standards.	Touchscreen SAW Technology is old technology. It can be POS/PCap technology.	<b>Clause Stands modified as:</b> "Good Quality PC with frameless design unit with sealed 15 inch LCD screen with Touchscreen (SAW) that can be mounted as a desktop or on a pedestal. The OS should be Windows 10 or compatible OS to ensure compatibility with the Bank's security standards."
11.	69	8- Ticket Print	Provision to generate paper tickets as SMS	SMS API is provided by Bank or Bidder?	All required Hardware, Software, middleware etc. required by bidder's solution is to be provided by the selected bidder.
12.	75	16- Appointment Booking	Appointment module: The customer to get an appointment in advance on a specific date, through web.	Can Mobile Application be use for this Module?	No independent application is to be developed. If selected bidder wants, then can offer to integrate with our existing m-banking app.
13.	76	16- Appointment Booking	Show nearest available branches within a defined perimeter based on GPS coordinates of the customer.	Is this GPS search necessary or Area Based Search can be Provided?	<b>Clause stands as per RFP.</b>
14.	32	Scope of Work	The bidder to provide the details of design Management Units and assumptions considered during the design for handling 500 Queue	DC and DR Server will be provided by Bank or Bidder?	The bidder have to provided end to end solution.

15.	37	5. Payment Terms	Monthly rental Payment per Branch shall be done by the Bank on quarterly arrear basis; after deducting applicable penalties; on submission of invoice and supporting documents. Payment shall start after successful rollout of all branches in the respective Purchase Order.	Payment should be on Monthly Basis after deducting applicable penalties.	<b>Clause stands as per RFP.</b>
16.	67	7-Queuing algorithm	Additional provision to handle customer identification through the mag stripe /smart card / NCMC Card / QR Code.	Customer identification should not be necessary for taking Token.	Customer identification is not necessary for taking token. But, customer identification is necessary for prioritising the queue and its management.
17.	32	Part IV Scope of Work	Supply, installation and maintenance of centralized Queue Management System at 100 branches/offices with +25%, i.e. 25 branches/offices at the discretion of the Bank, Pan-India	As this is on Opex Model, the fixed asset would be of bidder, Kindy Confirm	In an OPEX model, the fixes assets belongs to the bidder till the project is live.
18.	37	6 Uptime and Penalty	Bidder has to ensure minimum 99.5% uptime, calculated on monthly basis.	The Uptime is on higher side and request bank to amend this to 98%.For all penalty Bank to issue invoice to vendor as Act of tolerance	Penalty deducted will be duly acknowledged during payment of invoice.
19.	38	7 Liquidated Damages	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	For all penalty Bank to issue invoice to vendor as Act of tolerance	Penalty deducted will be duly acknowledged during payment of invoice.

			delivery schedule subject to a maximum of 10% of the total cost of ownership.		
20.	41	15 (a) Taxes	Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills	The Bank will be responsible for payment of GST applicable on the fees payable to the Bidder. The Bank to make necessary changes to reflect the understanding that the Bank will be responsible for applicable taxes on the fees payable to the Bidder. The Bidder will be responsible for taxes payable on its income or as part of its business operations. For all taxes deducted bank at time of remittance should shared invoice wise details with vendor	<b>Clause stands as per RFP.</b>
21.	42	15 (e) Taxes	e. The payments which is/are inclusive of GST and other taxes, fees etc. as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, UCO Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for	The Bank will be responsible for payment of GST applicable on the fees payable to the Bidder. The Bank to make necessary changes to reflect the understanding that the Bank will be responsible for applicable taxes on the fees payable to the Bidder. The Bidder will be responsible for taxes payable on its income or as part of its business operations. For all taxes deducted bank at time of remittance	<b>Clause stands as per RFP.</b>

			satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.	should shared invoice wise details with the bidder	
22.	49	23 Indemnity	<p>23. Indemnity</p> <p>Selected bidder shall indemnify, protect and save the Bank and hold the Bank 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</p> <p>a) an act or omission of the service provider and /or its employees, agents, sub- contractors in performance of the obligations under this RFP; and/or</p> <p>b) material breach of any of the terms of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under this RFP; and/or,</p> <p>c) Bank's authorized/ bona-fide use of the deliverables and/or the services provided by the service</p>	<p>It is proposed that the Indemnity provision be replaced as follows as it covers third party claims and the Bank's claim for breach of duty by the Supplier:</p> <p>a. The Bidder ("Defending Party") will: (i) at its expense, defend the other against any Third Party Claim; and (ii) indemnify the Bank ("Claiming Party") by paying the damages, costs, and attorneys' fees with respect to the Third Party Claim that are either awarded against the Claiming Party in a final, non-appealable court judgment, or required to be paid by the Claiming Party in a settlement of the Third Party Claim that the Defending Party has agreed to in writing. As used in this Section, a "Third Party Claim" means a suit 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</p>	Clause stands as per RFP.

		<p>provider under this RFP; and/or</p> <p>d) Infringement of any patent, trademarks, copyrights etc. Or such other statutory infringements in respect of all components provided to fulfil the scope of this project.</p> <p>Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, solely attributable, due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,</p> <p>i. the Bank notify the vendor in writing immediately on becoming aware of such claim,</p> <p>ii. the Vendor has sole control of defence and all related settlement negotiations,</p> <p>iii. the Bank provides the Vendor with the assistance, information</p>	<p>Rights of a third party ; (d) violation of laws applicable to the Defending Party.</p> <p>b. The Defending Party's obligations set forth in Section b are subject to the Claiming Party (a) providing the Defending Party prompt written notice that the Third Party Claim has been threatened or brought, whichever is sooner (the "Claim Notice"); (b) providing the Defending Party sole control of the defense and any appeal or settlement (at the Defending Party's discretion) of the Third Party Claim (collectively, "Defense or Settlement"); (c) cooperating with the Defending Party (including providing relevant documentation and information) with respect to the Defense or Settlement; and (d) complying with all court orders. If the Claiming Party's delay in providing the Claim Notice causes detriment to the Defending Party with respect to the defense or resolution of the Third Party Claim, the obligations set forth in 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.</p>	
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		<p>and authority reasonably necessary to perform the above, and</p> <p>iv. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.</p> <p>It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc., due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc. as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.</p> <p>The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and</p>	<p>The Defending Party will have the sole right to select counsel. The Claiming Party may, at its sole expense, engage additional counsel of its choosing for purposes of conferring with the Defending Party's counsel.</p> <p>c. The obligations set forth in this Section will not apply to a Third Party Claim if it is based on, caused by, or results from: (a) the Defending Party's compliance with the Claiming Party's requirements or instructions; (b) the Claiming Party's failure to comply with its obligations under this Agreement; (c) acts or omissions of the Claiming Party or any third parties; or (d) any product or service not provided by Defending Party to you.</p> <p>d. THIS SECTION SETS FORTH THE DEFENDING PARTY'S ENTIRE OBLIGATIONS, AND THE CLAIMING PARTY'S EXCLUSIVE REMEDIES, WITH RESPECT TO THIRD PARTY CLAIMS.</p> <p>e. 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</p>	
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			<p>liabilities arising from:</p> <ul style="list-style-type: none"> <li>• Non-compliance of the vendor with applicable Laws / Governmental Requirements, IP infringement ;</li> <li>• Negligence or gross misconduct attributable to the Vendor, its employees, and agents</li> <li>• Breach of any terms of RFP, Representation or Warranty</li> <li>• Act or omission in performance of service.</li> </ul>	<p>DAMAGES; (B) LOSS OF PROFITS OR REVENUE (OTHER THAN IN AN ACTION BY BIDDER TO RECOVER AMOUNTS OWED); OR (C) LOSS OF REPUTATION, GOODWILL, TIME, OPPORTUNITY, DATA, OR ACCESS TO DATA. RECOVERY OF PENALTY OR SERVICE CREDITS WILL BE BANK'S SOLE REMEDY AND SUPPLIER'S SOLE LIABILITY FOR SERVICE LEVEL FAILURE.</p> <p>f. 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.</p> <p>g. For other than Third Party Claim, for damages arising out of any other breach of duty, bidder's liability is unlimited for bodily injury including death to the extent caused by its gross negligence or wilful misconduct. Bank's claim for damages directly resulting from breach of duty by Supplier which the Supplier fails to remedy within a cure period of 30 days will be made by notice to the Supplier. The Bank will provide necessary satisfactory particulars with conclusive evidence, as requested by the Supplier to assess</p>	
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				<p>breach and the estimate of damages. Acceptance of information or evidence should not be an admission of liability on behalf of Supplier. Any dispute about claim or claimed damages by the Bank will be resolved by Dispute Resolution Procedure.</p> <p>If a Product does not materially conform to its warranty and the Bank gives the Supplier notice during the warranty period, the Supplier 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 Supplier 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 Supplier will refund the purchase price. The Supplier may require return of nonconforming Products prior to issuing a refund. Refunds for nonconforming Annuity Services will not exceed the payment made to Supplier for the then-current billing period. Supplier's liability for warranty claims is conclusively regulated in by this Section.</p>	
23.	54	32	<p>32. Termination For Convenience</p> <p>The Bank may, by written notice for a period of ninety (90) days sent to</p>	<p>The Bank to clarify if the Bank will pay termination compensation to the Supplier and take over the assets from the Supplier by paying the costs determined by the</p>	<p><b>Clause stands as per RFP.</b></p>

		Termination For Convenience	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 Agreement is terminated and the date upon which such termination shall become effective.	Supplier on exercising the right to terminate for its convenience. If the Bank does not intend to provide termination compensation to the Supplier and take over the assets, then it is proposed that the clause 32 be deleted.	
24.	68	Annexure E -7 Queuing Algorithm under Technical Criteria	Additional provision to handle customer identification through the mag stripe /smart card / NCMC Card / QR Code. Customers can be redirected to a particular counter or for a service by the Branch Admin.	As this is not a mandatory Requirement and this will require specific hardware on Kiosk . Request to remove this Clause.	<b>The clause stands deleted</b> from "Desired set of requirement – of Queuing Algorithm"
25.	74	Annexure E - 14 Central Configuration from bank's Head Office	System should be able to provide configuration like adding /deleting services, change the token machine display properties (colour, width, fonts, etc.), language, change display unit properties (fonts, logo, token no & counter no. layout, etc.), change elements in token ( logo, waiting customer count, promotional message, etc.). Ability to deactivate / activate	Please Clarify the requirement is designer user interface to design token-counter display screen?	<b>Yes.</b>

			services time wise and across all or select group of branches.		
26.	75	16 Appointment Booking	System must include a configurable responsive website that allows customers to book and manage appointments through desktop or mobile interfaces.	Does bank expect vendor to develop web pages / mobile app screens OR Bank wants APIs that can be consumed by existing web-site & mobile app to provide this feature to customers? Kindly Clarify	<b>It is to be clarified that:</b> "Bank wants Links/APIs that can be consumed by existing web-site & mobile app to provide this feature to customers."
27.	33	Part IV Scope of Work	Bank may advise bidder to enhance functionalities, reports, menus as per future business requirement. Bidder has to provide the functionality, without any additional cost to the Bank.	As a bidder we cannot envisage what future functionalities have to be customised and incorporated as this will be a Change Request and the same has to be on mutually agreed rates.	<b>Clause stands as per RFP.</b>
28.	67	Annexure E -1 Technical Criteria/Scope of Solution/Token Dispenser	Industrial Grade PC with frameless design unit with sealed 15 inch LCD screen with Touchscreen (SAW) that can be mounted as a desktop or on a pedestal.	15-inch size displays are obsolete, Request bank to go ahead with 17-inch size displays. Also suggest removing Industrial grade as this system will be installed inside the bank premises and will be high cost.	<b>Clause Stands modified as:</b> "Good Quality PC with frameless design unit with sealed 15 inch LCD screen with Touchscreen (SAW) that can be mounted as a desktop or on a pedestal. The OS should be Windows 10 or compatible OS to ensure compatibility with the Bank's security standards."
29.	67	Annexure – E-2 Technical Criteria/Scope	Should support free standing or wall mounted and have a very pleasing aesthetic design.	Bank to confirm the QMS system required should be Wall mount or Free-standing model as the costing for both options differ.	<b>Clause stands as per RFP.</b>

		e of Solution/ Form Factor			
30.	67	Annexure – E-4 Technical Criteria/Scope of Solution/Token Display Unit with speakers.	To be provided by vendor minimum 32" LED screen & Integration also to be done by vendor. The connection with minimal set of external peripherals and wiring is preferable.	Bank to confirm whether the fitments of Token display at Branches is under bank or bidder's scope.	<b>It is to be clarified that:</b> "installation and supply of essential fitments is to be given by selected bidder"
31.	80	Annexure – F Bill of Material/Hardware Requirements	Server	Bank to confirm whether the Server requirements for QMS Application, Central monitoring and Digital Signage solution is under bank or bidder's scope	The bidder have to provided end to end solution.
32.	8	Bid control sheet	<b>Bid submission date: 22/03/2021</b>		<b>Extended bid submission date : 25/03/2021</b>