



Department of Information Technology

**Request for Proposal (RFP) for Supply, Installation and Maintenance of ATMs on CAPEX Model**

**RFP Ref. No DIT/BPR & BTB/OA/1058/2020-21 Date-10/08/2020**

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

Sl. No.	RFP Page No.	RFP Clause No.	Subject/Description	Query sought/Suggestions of the Bidder	Bank's Response
1	9	Last Date and Time for receipts of tender bids	Last Date and Time for receipts of tender bids.	We request Bank to defer the bid submission deadline by at least 3 weeks after release of corrigendum as arranging necessary documents and certificates may take longer than usual due to work from home due to COVID situation.	<b>Extended Till 18.09.2020.</b>
2	11	3 Eligibility Criteria - 3	The bidder submitting the offer should have net profit for each of the last three financial years i.e., 2017-18, 2018-19 & 2019-20	We would request bank to modify the clause as: The bidder submitting the offer should have positive net worth for each of the last three financial years i.e., 2017-18, 2018-19 & 2019-20. Justification: As network will be more apt in determining the capability of the vendor to execute the project, we kindly request the replace net profit with positive net worth. Moreover, during the last few RFP's floated by UCO, network was the eligibility criteria	<b>Clause Stands as per RFP.</b>

3	11	3 Eligibility Criteria - 3	The bidder submitting the offer should have net profit for each of the last three financial years i.e., 2017-18, 2018-19 & 2019-20.	As the companies still have time to submit the balance sheet for 2019-20 and we as a new company that did not reached the break-even point, Please consider this below clause: The bidder submitting the offer should have net profit for each of the last three financial years i.e., 2016-17, 2017-18 & 2018-19 or Net Worth higher of 180 CR in each last three finance years or at lest net worth of 10 times for estimate tender value.	<b>Clause Stands as per RFP.</b>
4	11	Eligibility Criteria (Point No.4)	The bidder should have a minimum annual turnover of Rs. 10 Crore per year during the last three financial years i.e. 2017-18, 2018-19 & 2019-20	As the companies still have time to submit the balance sheet for 2019-20, please consider this below clause: The bidder should have a minimum AVERAGE annual turnover of Rs. 20 Crore during the last three financial years i.e. 2016-17, 2017-18 & 2018-19	<b>Clause Stands as per RFP.</b>
5	11	Eligibility Criteria (Point No.5)	The bidder should have minimum three years of experience in supply, installation of the ATM in any Scheduled Commercial Bank in India.	Requesting bank to change / amend as :- The bidder should have minimum three years of experience in supply, installation of the ATM / Self Service Kiosks in any Scheduled Commercial Bank in India	<b>Clause Stands as per RFP.</b>
6	11	Eligibility Criteria (Point No.6)	Bidder should have installed and maintained minimum 500 ATMs as on date of issue of this RFP and out of this bidder should have executed a single order of 300 ATMs of proposed make & model ATM, which is installed in any Schedule Commercial Bank in India.	Request bank to consider this clause: OEM/Authorized distributor should have installed and maintained minimum 500 ATMs as on date of issue of this RFP and out of this bidder should have executed a single order of 300 ATMs of proposed make & model ATM, which is installed in any Schedule Commercial Bank in India.	<b>Clause Stands as per RFP.</b>

7	11	Eligibility Criteria (Point No.6)	Bidder should have installed and maintained minimum 500 ATMs as on date of issue of this RFP and out of this bidder should have executed a single order of 300 ATMs of proposed make & model ATM, which is installed in any Schedule Commercial Bank in India.	Requesting bank to change / amend as :-  Bidder should have installed and maintained minimum 500 ATMs as on date of issue of this RFP and out of this bidder should have executed a single order of 300 ATMs / Self Service Kiosks, which is installed in any Schedule Commercial Bank in India.	<b>Clause Stands as per RFP.</b>
8	11	Eligibility Criteria (Point No.6)	Bidder should have installed and maintained minimum 500 ATMs as on date of issue of this RFP and out of this bidder should have executed a single order of 300 ATMs of proposed make & model ATM, which is installed in any Schedule Commercial Bank in India.	Request bank to consider this clause: Bidder should have installed and maintained minimum 2000 ATMs as on date of issue of this RFP. Also bidder should have executed a single order of 900 ATMs of proposed make & model ATM, which is installed in any Schedule Commercial Bank in India.	<b>Clause Stands as per RFP.</b>
9	18	Selection Process (Point No.14)	Technically qualified bidder with the lowest quote based on TCO as quoted in Annexure –XXII, will be considered as the L1 bidder.	Requesting bank to consider second lowest quoted bidder to match the L1 bidder and select both bidders with order ration of 60 : 40 basis and it will benefit to bank as well as bidders both.	<b>Clause Stands as per RFP.</b>
10	33	1.3.1	OS & Software Compatibility 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. If any loss occurs to the bank due to not following the mentioned items, then Successful Bidder undertakes to pay the amount of loss occurred to bank along with penalty if any levied within 7 days of incident happened or bill raised by bank whichever is earlier.	Suggested Changes: In such scenario, no penalty shall be levied by the Bank without mutual consent of the Bidder	<b>Clause stands as per RFP.</b>

11	31	1.3.1	<p>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 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. If any loss occurs to the bank due to not following the mentioned items, then Successful Bidder undertakes to pay the amount of loss occurred to bank along with penalty if any levied within 7 days of incident happened or bill raised by bank whichever is earlier.</p>	<p>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 solution or fails to load the antivirus on the CDs?</p> <p>Further, the Bank to clarify the upper / maximum amount of loss and the penalty the Bank intends to impose or recover from the Bidder to enable the Bidder to make fair assessment and make a competitive bid.</p> <p>we recommend as follows</p> <p><b>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 of Bid submission. 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 within shortest possible time.</b></p> <p>The Bank should conduct inspection / Acceptance Testing as per section 21 of the RFP to ensure the ATM contains all the required security parameters before go - live.</p>	<p><b>Clause modified as under:</b></p> <p>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 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.</p>
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12	33	1.2.1	The ATMs have to be interfaced with Bank's Electronics Financial Transaction Switch. Successful Bidder has to submit the Switch certificate indicating the successful integration of the proposed Model of ATMs with ITM Euronet switch without any cost to the Bank. The switching interface may be changed as per requirement of the Bank and same will be intimated to Successful Bidder in advance.	While we can ensure confirmance to support the switch interface as on the date of submission of response to RFP, it is difficult for bidder to envisage what changes will happen in the switch interface and what corresponding changes will need to be made to cash dispensers / software. Bidder request bank that after installation any changes thereafter in the switch interface requiring additional support from OEM in commissioning of ATM will be mutually agreed between the successful bidder and the Bank.	<b>Clause stands as per RFP.</b>
13	33	1.2.1	The ATMs have to be interfaced with Bank's Electronics Financial Transaction Switch. Successful Bidder has to submit the Switch certificate indicating the successful integration of the proposed Model of ATMs with ITM Euronet switch without any cost to the Bank. The switching interface may be changed as per requirement of the Bank and same will be intimated to Successful Bidder in advance.	Our ATM model is already live in other banks on ITM Euronet Switch. Instead of Switch Certification we can submit a self declaration.	<b>Clause Modified as under:</b> The ATMs have to be interfaced with Bank's Electronics Financial Transaction Switch. Successful Bidder has to submit the Switch certificate/Other Bank Certificate (for same model) indicating the successful integration of the proposed Model of ATMs with ITM Euronet switch without any cost to the Bank. The switching interface may be changed as per requirement of the Bank and same will be intimated to Successful Bidder in advance.

14	33	1.2.2	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.	We request Bank to assist bidder to get necessary licenses from Euronet Switch.	<b>Clause stands as per RFP.</b>
15	33	1.2.2	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.	Request for Self Declaration , we will work in co-ordination with Banks Switch vendor for Operational and making the ATM live. Also would request for support from Switch Vendor.  Bank has to get the necessary permissions from its switch vendor for the purpose.	<b>Clause stands as per RFP.</b>
16	35	1.4.4	Maintenance 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.	Suggested Changes : Suggest to have a cure period of 30 days to be given to the Bidder by the Bank to cure the delay in carrying out the repair/ of the parts. Also, Bank to levy either penalty or liquidated damages not both.	<b>Clause stands as per RFP.</b>

17	35	1.4.4	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.	We request Bank to modify the TAT to 72 hours since it takes longer for a part to reach in rural and semi urban areas and bidder should not be penalized for the same.	<b>Clause stands as per RFP.</b>
18	37	1.5.4	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 transaction plus penalties imposed by police/regulator/ombudsman court etc.	Suggested Changes : In such scenario, no such penalty shall be levied by the Bank without mutual consent of the Bidder. Also, image data will be retained and be provided to the Bank till 90 days from the date of its captured and will not be retained for infinity.	<b>Clause stands as per RFP.</b>
19	38	1.6.1	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 installation & operationalization of ATM including	Functionality for Visually Impaired Persons is available with Text to Speech platform which is as per IBA and only supports English and Hindi language.	<b>Clause stands as per RFP.</b>

			integration with switch. The ATM machine should include all features including Braille keyboards, Function Display Keys that supports visually, physically handicapped persons.		
20	40	1.11.1	EJ Connection	Suggested Changes : In such scenarios, no such penalty shall be levied by the Bank without mutual consent of the Bidder	<b>Clause stands as per RFP.</b>
21	41	1.11.3	<p>EJ Connection</p> <p>Successful Bidder will provide Engineer certificate regarding fate of any disputed transaction if required by Bank on T+1 basis without any cost to Bank. If Engineer Certificate is not provided by Successful Bidder within the timeframe, any loss suffered by the Bank will be recovered from Successful Bidder.</p>	Suggested Changes: In such scenario, no such loss suffered by the bank should be levied on the Bidder without its mutual consent.	<p><b>Clause Modified as under:</b></p> <p>Successful Bidder will provide Engineer certificate regarding fate of any disputed transaction if required by Bank on T+2 basis without any cost to Bank. If Engineer Certificate is not provided by Successful Bidder within the timeframe, any loss suffered by the Bank will be recovered from Successful Bidder. T denotes Date of intimation/call lodge.</p>
22	41	1.11.3	Successful Bidder will provide Engineer certificate regarding fate of any disputed transaction if required by Bank on T+1 basis without any cost to Bank. If Engineer Certificate is not provided by Successful Bidder within the timeframe, any loss suffered by the Bank will be recovered from Successful Bidder.	Bidder would like to inform bank that any disputed transaction as per RBI rules bank need to check the same with the EJ and get the recon done by the Switch data and core banking there is nothing that an ATM hardware fault and request bank to get the clause removed as the OEM should not be responsible for the Disputed transaction loss.	<b>Clause stands as per RFP.</b>



23	41	1.11.3	Successful Bidder will provide Engineer certificate regarding fate of any disputed transaction if required by Bank on T+1 basis without any cost to Bank. If Engineer Certificate is not provided by Successful Bidder within the timeframe, any loss suffered by the Bank will be recovered from Successful Bidder.	<p>Please consider this clause as because the travel time:</p> <p>1.11.3 Successful Bidder will provide Engineer certificate regarding fate of any disputed transaction if required by Bank on T+3 basis without any cost to Bank. If Engineer Certificate is not provided by Successful Bidder within the timeframe, any loss suffered by the Bank will be recovered from Successful Bidder.</p>	<p><b>Clause Modified as under:</b></p> <p>Successful Bidder will provide Engineer certificate regarding fate of any disputed transaction if required by Bank on T+2 basis without any cost to Bank. If Engineer Certificate is not provided by Successful Bidder within the timeframe, any loss suffered by the Bank will be recovered from Successful Bidder. T denotes Date of intimation/call lodge.</p>
24	41	2.2	ATM should support DDC, NDC, any other standard compatible drivers required for communication with the switch.	We support only NDC and DDC protocol.	<b>Clause stands as per RFP.</b>
25	44	5.17	The dispenser should have the mechanism to take back the currency and transport it to the divert cassette if the customer does not collect it but be disabled as per the RBI direction.	As retraction is disable cash will be not taken back once dispensed.	<p><b>Clause Modified as Under:</b></p> <p>Cash dispense should support cash retraction as per guidelines of RBI.</p>
26	47	7.11	Support AES(Advanced Encryption Standard) in future without any additional hardware changes	Kindly Elaborate. Need more details.	<b>Clause is self-explanatory.</b>
27	48	8.7	Both PIN and UIDAI compliant finger print authentication to be provided	Need more details.	<b>Clause is self-explanatory.</b>

28	48	8.8	Tri-lingual screen support should be possible.	Need more details.	<b>Clause is clarified as Under:</b>  Machine should support, English, Hindi and Regional language.
29	51	10.2	Inbuilt software for enabling receipt printing in Hindi , English as well as regional languages like Assamese, Bengali, Gujarati, Kannada, Malayalam, Marathi, Oriya, Punjabi, Tamil, Telugu and such other vernacular languages.	There are two ways to configure Regional language printing. 1) Logo Printing :- Necessary configuration at Switch level for implementing the logo files in the reply message (switch team) System integration testing (By AGS & switch team) 2) Multilingual Receipt Printing (Unicode): System integration testing (By AGS)	Clause is Clarified as Under:  Machine should have the capability to print receipt in regional language without calling any image file.
30	51	10.5	The ATM should have the capability to support multilingual customer receipt printing as per customers choice of language	There are two ways to configure Regional language printing. 1) Logo Printing :- Necessary configuration at Switch level for implementing the logo files in the reply message (switch team) System integration testing (By AGS & switch team) 2) Multilingual Receipt Printing (Unicode): System integration testing (By AGS)	<b>Clause is self-explanatory.</b>
31	52	12.8	The software should have the utility for converting files containing transaction details into ASCII format.	EJ logs are in plain text format no need to do any conversion	<b>Clause is self-explanatory.</b>
32	52	12.9	Should connect to the existing switch using NDC/DDC device handler. As and when BIS comes up with an alternate Indian Standard device handler, Successful Bidder must provide upgrade to this standard free of charge.	We support only NDC and DDC protocol.	<b>Clause stands as per RFP.</b>

33	52	12.13	The software roadmap should include support for remote key transport and XFS as well as IFX message standards	Need more clarification	<b>Clause is self-explanatory.</b>
34	63	23.2	ATMs installed should be talking ATMs for persons with visual impairment. It should support Regional languages, Hindi and English. Vendor has to provide & maintain the required software at no additional cost to Bank. Audio/WAV files for voice guidance functionality to be provided by Successful Bidder in consultation with the Bank at no additional cost. Successful Bidder to provide ATMs which support 3 languages including regional language and this functionality should be enabled.	Functionality for Visually Impaired Persons is available with Text to Speech platform which is as per IBA and only supports English and Hindi language.	<b>Clause stands as per RFP.</b>
35	47	7.6	OS hardening (with Firewall) and should protect against unauthorized booting from alternative media & an access to ATM hard disk.	Should protect against unauthorized booting from alternative media: This can be achieved via BIOS, which is not part of TSS and has to set manually.	<b>Clause stands as per RFP.</b>
36	47	7.6	No malware including viruses, worms and Trojans enter and Affect the system.	TSS is not Anti-Malware solution; it will not allow running any non-whitelisted processes till it is active.	<b>Clause stands as per RFP.</b>
37	47	7.6	ATM should be pre-installed with whitelisting application solutions. Successful Bidder must provide Whitelisting solution with following features- 1) The solution must ensure that only "whitelisted" applications run on the ATM. 2) The solution must prevent the execution of any non-whitelisted files on the machine vendor to provide standard whitelisting solution which should meet above requirements and should come preloaded in the ATMs to be supplied and installed by Successful Bidder.	Whitelisting solution is a separate solution not part of standard ATM application. Requesting Bank to have TSS as additional application as requirement. Kindly clarify who will provide and maintained the Server and Its environmental software's required for TSS.	<b>Clause clarified as Under:</b> Required server and hardware needs to be provided by Successful bidder along with end to end solution. Maintenance of server will be the responsibility of successful bidder.

38	53	13.1.1	The terminal security solution should be monitored & controlled through centralized server and should work with any standard ATM agent monitoring solution.	Our proposed TSS solution (Checker) can expose API to receive SYSLOGS, further integration with any system has to be done by Bank	<b>Clause stands as per RFP.</b>
39	53	13.1.3 & 13.1.7	The solution should support - Deploy and update Security Policies and configurations.	Security policies related to TSS only.	<b>Clause is self-explanatory.</b>
40	53	13.1.6	The solution shall be able to set BIOS and Windows Password Centrally.	BIOS cannot be controlled and managed centrally. It has to be set manually. Windows password setting centrally contradicts 13.1.18 requirement. It can be set using OS hardening policy.	<b>Clause stands modified as:</b>  The solution shall be able to set Windows/Linux Password Centrally. BIOS should be enabled in the Machine.
41	53	13.1.8	The solution should support -Health information of various Security software products can be retrieved promptly to support any analysis.	Kindly clarify on "Health information of various security software products?"	<b>Clause is self-explanatory.</b>
42	53	13.1.9	The solution should support -Set SMS and E-mail alerts for significant / critical events.	Request Bank to rephrase clause to "The solution should provide SMS/E-Mail alerts for significant / critical events/changes".	<b>Clause stand modified as:</b>  "The solution should provide SMS/E-Mail alerts for significant / critical events/changes."
43	53	13.1.12	The solution should provide additional hardening capability to the operating system, irrespective of the OEM (which is based on ATM industry best practices).	Only Windows 7 & 10 are supported. Other OEM ATM environment should support our TSS.	<b>Clause stands as per RFP.</b>
44	53	13.1.13	Effective, state-of-the-art protection against various Microsoft OS/Linux OS access related threats.	Kindly clarify on "Various access related threats".	<b>Clause is self-explanatory.</b>

45	54	13.1.15	The solution should support –Detailed Event and Log information available along with hardware information for a complete picture of a devices actual status.	Detailed event and log information related to TSS only will be available. Basic hardware (only related to PC like CPU, HDD status etc..) information is available.	<b>Clause stands as per RFP.</b>
46	54	13.1.16	All ATMs should be adequately hardened and only white listed necessary services should run on the machines. No malware including viruses, worms & Trojans should be able to enter the machine and affect the ATM and the network.	TSS is not Anti-Malware solution; it will not allow running any non-whitelisted processes till it is active.	<b>Clause is self-explanatory.</b>
47	54	13.1.17	Should come preloaded in the ATMs to be supplied and installed by successful vendor.	TSS has to be loaded and respective policy has to pushed at ATM site only it cannot be preloaded.	<b>Clause stands as per RFP.</b>
48	54	13.1.19	ATMs should have enabled BIOS password.	BIOS is not part of TSS, it has to set and manage manually.	<b>Clause stands as per RFP</b>
49	54	13.1.20	Auto run facility of exe file from a network or a USB port should be disabled.	Kindly clarify Auto run facility of exe from a network, Is it blocking remote execution of exe and installer.	<b>Clause is self-explanatory.</b>
50	54	13.1.22	The solution should support One Time expiring passwords.	Kindly clarify as it is contradicting 13.1.18 & 13.1.27	<b>Clause is self-explanatory.</b>
51	54	13.1.23	The solution should support online and offline password management.	Kindly clarify, as per point 13.1.18 it should be dynamic which can be achieved at the ATM only. It is no Online.	<b>Clause is self-explanatory.</b>
52	54	13.1.26	The solution should be able to block USB ports on the ATM through centralized Control.	Request bank to rephrase clause to "The solution should be able to block USB Mass storage on ATM through centralized control	<b>Clause stands as per RFP</b>

53	55	13.1.32	The solutions should protect against malware being injected on to the machine and any other unauthorized Software installations. Via local means e.g. USB drive, CDROM etc.	Till the TSS is active all non-whitelisted processes will not execute.	<b>Clause stands as per RFP</b>
54	55	13.1.35	The solution should be capable of identifying behaviour anomalies within the ATM software	The proposed solution doesn't identify behaviour anomalies within ATM software; it will only monitor security aspect of applications.	<b>Clause is self-explanatory.</b>
55	56	13.2.10 & 13.2.13	ATMs should have full hard disk encryption (FHDE) and encryption and authentication solutions to protect internal communications between the genuine ATM PC core and ATM modules, including the dispenser. Dispenser encryption (Communication between ATM PC and Dispenser should be encrypted). All Sensitive information must be encrypted during transmission. ATMs security should be set to physical (level 3) authentication level to thwart any Black Box type of attacks. ATMs should have strong encryption between ATM PC core and ATM so that the dispenser is not accessible without a proper authorization once the new ATM PC core is being installed/set up or an existing ATM PC core is re-installed due to any reasons.	Protection of internal communication is not part of TSS. It will be managed by ATM software.	<b>Clause stands as per RFP</b>
56	56	13.2.12	BIOS password	BIOS password is not part of TSS, it has to be set manually.	<b>Clause stands as per RFP.</b>
57	57	13.3.1	The solution should have provision to block unused ports on the ATM.	USB mass storages can be blocked not USB Ports.	<b>Clause stands as per RFP.</b>

58	57	13.3.3	The solutions should protect against malware which may be injected locally or remotely on to the machine.	TSS is not Anti-Malware solution; it will not allow running any non-whitelisted processes till it is active.	<b>Clause stands as per RFP.</b>
59	57	13.3.8	Further, any outdated malware definitions on a terminal should be highlighted in a centralized dashboard.	The proposed solution doesn't do malware scanning and maintain any malware definitions, it works on whitelisting concept.	<b>Clause stands as per RFP.</b>
60	57	13.3.9	ATMs should be provided with Anti-virus solution to facilitate blocking of malicious codes/traffic entering the ATM. Alternatively, Successful Bidder should provide ATM specific firewall to take care of intrusion detection, port scans and other common virus attacks.	It is not recommend the coexistence of TSS (Checker) with Anti-Virus software. An AV is not a suitable security tool for ATMs but in addition to this two security solutions could collide. TSS is not an Anti-virus solution to scan and detect virus. TSS and Anti-virus are different solutions provide security differently. TSS doesn't require definitions and it will block all non-whitelisted processes. Kindly consider removing the Anti-virus clause.	<b>Clause Clarified as under:</b> If antivirus is not required then same should not be provided along with whitelisting application but successful bidder need to ensure blocking of malicious codes/traffic entering the ATM.
61	57	13.3.10	Updating the Anti-Virus software will be the responsibility of Successful Bidder also Successful Bidder will be responsible for OS up gradation/ up-dation, OS hardening, installation of service pack, and patch files without any cost to bank. Successful Bidder has to submit self-certification regarding OS hardening. Bank may conduct third party audit in future in this regard.	As explained above. Anti-virus is different solution which required frequent definition updated and it is not recommended to install TSS and Anti-virus in terminal as they will contradict each other. Kindly consider.	<b>Clause Clarified as under:</b> In Case antivirus is not required then same should not be provided along with whitelisting application but successful bidder need to ensure blocking of malicious codes/traffic entering the ATM.
62	58	14.1	Only permitted applications to be run in the Machines using Sandboxing concept.	Kindly clarify why only using Sandboxing concept, our proposed solution provides similar level of protection but with different approach. Kindly change clause as "using Sandboxing / any similar concept"	<b>Clause stands modified as</b> Only permitted applications to be run in the Machines using Sandboxing/equivalent concept.

63	58	14.4	All files to be protected from damages	All whitelisted files will be protected.	Clause stands as per RFP.
64	58	14.5	Doesn't allow any registry level changes	All whitelisted registries will be protected.	Clause stands as per RFP.
65	58	14.9	Setting of BIOS and Windows Password Centrally	BIOS password cannot be set centrally. Kindly remove BIOS.	Clause stands as per RFP.
66	58	14.10	Detect and Remove Unused Services and Applications	TSS	Clause stands as per RFP.
67	58	14.12	NPCI/RBI and Industry regulation and audit compliance to be followed from time to time without any additional charges to the Bank	Future regulations and audit compliance cannot be foreseen. Kindly consider "new regulations and audit compliance will be addressed case-case basis and on mutual agreed.	Clause stands as per RFP.
68	59	14.13	Investigate and report suspicious activities like deviating or non-consistent transaction or event patterns which are caused by unauthorized system usage.	Transaction monitoring is not part of TSS. Kindly consider removing clause. TSS will monitor the execution/access by non-whitelisted process.	Clause stands as per RFP.
69	59	14.15	Terminal Security Delivers end-to-end protection from all side network and local attacks.	Protection from all side network and local attacks is not possible by any single solution e.g. securing communication between ATM software and Switch. Kindly consider changing clause as "Should protect against network and local software attacks, in general"	RFP clause is self-explanatory.



70	67	Disposal of Old ATMs	Wherever necessary, Successful Bidder should also undertake de-installation of existing CDs/ATMs and installation of new ATM on the same day to minimize the downtime of ATMs and handover the hard disk, EPP, Currency cassette of the old ATM to the respective branches.	Old ATMs should be De-installed by the respective OEM & had over the requisite parts to the respective branches. In case, if the same is to be done by the successful bidder, there shouldn't be any liability imposed to the successful bidder for any defect/loss of data etc.	<b>Clause stands as per RFP.</b>
71	70	Terms of payment	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.	PBG to be renewable after every one year till the validity of warranty period.	<b>Clause Stands as per RFP.</b>
72	32	1.1.14	Implementation Successful Bidder should ensure the proper verification of earthing voltage within acceptable range before ATM installation.	Branch/Bank has to get the earthing voltage rectified in case it is not in acceptable range.	<b>Clause Clarified as Under:</b>  Before installation successful bidder required to check the earthing voltage that it is within acceptable range.
73	65	Order details	Bank will issue specific work order for each of the installation with location details.	Bank must share the work orders for delivery & installation assuring the Site is ready for delivery & installation. Otherwise the ATMs are held in between & the capital is blocked.	<b>Clause is self-explanatory.</b>
74	65	Delivery & installation	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.	If the ATM at any site isn't installed for 15 days after delivery, reasons attributable to bank/branch, it should be deemed as installed & the payment should be released as per the terms of payment.	<b>Clause stands as per RFP.</b>

75	65	2.1	<p>Delivery &amp; Installation</p> <p>Successful Bidder shall deliver the machines within Six Weeks in North East Area and in states where road permit is needed 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.</p>	<p>Suggested Changes : Suggest to have a cure period of 30 days to be given to the Bidder by the Bank to cure the delay. No liquidated damages shall be levied by the Bank without mutual consent of the Bidder.</p>	<p><b>Clause stands as per RFP.</b></p>
76	66	3	<p>Disposal of ATMS</p>	<p>The buyback of ATMs shall be done at the sole discretion of the Bidder and the cost of each ATM will be decided mutually.</p>	<p><b>Clause stands as per RFP.</b></p>
77	67	4	<p>Contract Period</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.</p>	<p>Suggested Changes: This clause should be kept mutual.</p>	<p><b>Clause stands as per RFP.</b></p>

78	68		<p>Annual Maintenance Contract</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>Suggested Changes : This clause should be kept mutual.</p>	<p><b>Clause stands as per RFP.</b></p>
79	71	8	<p>Penalty&amp; Liquidated Damages</p>	<p>Suggested Changes : No penalties / liquidated damages shall be levied by the Bank without mutual consent of the Bidder. Bank to either levy penalties or liquidated damages but not both.</p>	<p><b>Clause stands as per RFP.</b></p>

80	73		<p><b>EJ Pulling Services and EJ Reconciliation</b></p> <p>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</p>	<p>Suggested Changes: Suggest having a cure period of 15 days to be given to the Bidder by the Bank to cure the delay. No penalties mentioned in this clause shall be levied by the Bank without mutual consent of the Bidder</p>	<p><b>Clause stands modified as:</b></p> <p><b>EJ Pulling Services And EJ Reconciliation</b></p> <p>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 500/- 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.</p>
81	74		Spare Part Replacement	<p>Suggested Changes: Suggest having a cure period of 5 days to be given to the Bidder by the Bank to cure the delay. No penalties mentioned in this clause shall be levied by the Bank without mutual consent of the Bidder</p>	<p><b>Clause stands as per RFP.</b></p>

82	74		CR Camera Images / CCTV Footages	Suggested Changes : No penalties shall be levied by the Bank without mutual consent of the Bidder.	<b>Clause stands as per RFP.</b>
83	74		<p>Limitation of Penalty</p> <p>Overall penalty calculated above, shall be restricted to total value of TCO. However, any penalty imposed by RBI/ Ombudsman / Other Bank / Any other Government Authority / Office on Customer complaints due to ATM operation will be recovered from the Successful Bidder over and above the penalty imposed by the bank</p>	Suggested Changes : No penalty shall be levied by the Bank without mutual consent of the Bidder.	<b>Clause stands as per RFP.</b>
84	75	9	<p>Paying Authority</p> <p>UCO Bank reserves the right to recover any dues payable by the bidder from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.</p>	Suggested Changes : No dues including invoking the Bank Guarantee shall be recovered by the Bank without mutual consent of the Bidder.	<b>Clause Stands as per RFP.</b>
85	75	10	<p>Performance Bank Guarantee</p> <p>The Performance Bank Guarantee shall act as a security deposit either in case the selected Bidder is unable to commence the project within the the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.</p>	Suggested Changes: Bank to provide cure period of 30 days before forfeit the Performance Bank Guarantee.	<b>Clause Stands as per RFP.</b>

86	75	10	Performance Bank Guarantee Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected Bidder is not able to fulfill any and/or all conditions specified in the document or is unable to complete the project within the stipulated time and such breach remains uncured within such period as mentioned in the Clauses of Termination/Order Cancellation. This is independent of the Liquidated Damages (LD) on delivery and installation.	Suggested Changes : : Bank to provide cure period of 30 days before invoking the Performance Bank Guarantee.	<b>Clause Stands as per RFP.</b>
87	77	16	Taxes	Suggested Changes : Bank cannot make payments of Taxes & duties and later recover the same from the Bidder. The Taxes & Duties will be paid after mutual agreement of Bank & Bidder. Also, Bank will not levy any fines / penalties without mutual consent of the Bidder	<b>Clause Stands as per RFP.</b>
88	78	17	Confidentiality & Secrecy	Suggested Changes: This clause should be kept mutual. Also, Bank needs to define intangible information.	<b>Clause Stands as per RFP.</b>
89	81	21	Acceptance Testing	Suggested Changes : The cost will be borne by Bank and not bidder	<b>Clause stands as per RFP.</b>
90	82	22	Order Cancellation I) In case the selected bidder 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 deliverable from alternate sources at the risk, cost and responsibility of the selected bidder with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.	Suggested Changes : suggest to limit the cap	<b>Clause Stands as per RFP.</b>

91			III) UCO Bank reserves the right to recover any dues payable by the bidder under the contract from any amount outstanding to the credit of the bidder, including the bills and /or invoking the Bank Guarantee under this purchase order.	Suggested Changes : Bank has no right to recover dues including invoking Bank Guarantee without mutual consent of the Bidder.	<b>Clause Stands as per RFP.</b>
92	82	22	Order Cancellation IV) In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if bidder fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.	Suggested Changes : Cannot agree for such interest	<b>Clause Stands as per RFP.</b>
93	83	23	Indemnity	Suggested Changes : Suggested 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 any patent, trademarks, copyrights etc. of the Bidder iii. Bank shall indemnify the Bidder against any loss or	<b>Clause Stands as per RFP.</b>

				damage to the Bidder's premises or property, loss of life, etc., due to the acts of the Bank's employees or representatives. 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	87	29	Termination	Suggested Changes : This clause should be mutual. No penalties / dues / damages / costs / expenses / liquidated damages shall be recovered by the Bank without mutual consent of the Bidder.	<b>Clause Stands as per RFP.</b>
95	88	30	Termination for Insolvency	Suggested Changes: The Bank may terminate the Contract if the Bidder becomes bankrupt or voluntary insolvent and not otherwise.	<b>Clause Stands as per RFP.</b>
96	88	31	Termination For Default	Suggested Changes: suggest to provide cure period before terminating the contract	<b>Clause Stands as per RFP.</b>
97	88	31	Termination For Convenience	Suggested Changes: This clause should be kept mutual.	<b>Clause Stands as per RFP.</b>
98	89	33	Consequences of Termination Nothing herein shall restrict the right of UCO Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to UCO Bank under law or otherwise.	Suggested Changes : Bank to invoke its remedies/rights only post lapsing of cure period of 30 days to be provided by the Bank to the Bidder.	<b>Clause Stands as per RFP.</b>



99	92	39	Arbitration	Suggested Changes : Suggest to keep the place of Arbitration at Mumbai.	<b>Clause Stands as per RFP.</b>
100	98	Annexure - IV	Format of Bank Guarantee	Suggested Changes : Format of Bank Guarantee shall not be as per the formats to be provided by the Bank , however the same shall be discussed, negotiated and agreed between the Parties	<b>Clause Stands as per RFP.</b>
101	100	Annexure - V	Proforma of Performance Bank Guarantee	Suggested Changes : Format of Bank Guarantee shall not be as per the formats to be provided by the Bank , however the same shall be discussed, negotiated and agreed between the Parties	<b>Clause Stands as per RFP.</b>
102	113	Annexure - XVI	Pre Contract Integrity Pact	Suggested Changes : Format of Bank Guarantee shall not be as per the formats to be provided by the Bank , however the same shall be discussed, negotiated and agreed between the Parties	<b>Clause Stands as per RFP.</b>
103	119	Annexure - XVII	NDA	Suggested Changes : Format of Non-Disclosure Agreement shall not be as per the formats to be provided by the Bank , however the same shall be discussed, negotiated and agreed between the Parties	<b>Clause Stands as per RFP.</b>
104	132	Annexure – XXII Commercial Bid	Description 3. Cost of Hardware to implement RBI control measures/Security solution	This cost will be for 300 machines and not for one machine. So cost of Hardware to be kept out of the TCO.	<b>Clause stands as per RFP.</b>
105	145	Annexure XXX	Proforma for Deed of Indemnity	Suggested Changes : Format of Deed of Indemnity shall not be as per the formats to be provided by the Bank , however the same shall be discussed, negotiated and agreed between the Parties	<b>Clause Stands as per RFP.</b>

106	41	1.5	ATM compatible with any regulated power supply (conventional UPS and solar UPS)	All type of UPS support is there, UPS should have SNMP protocol.	<b>Clause stands as per RFP.</b>
107	41	3.6	S&G 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.....	Please consider this clause as because the travel time:  S&G (or equivalent) 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.....	<b>Clause stands as per RFP.</b>
108	42	3.8	The ATMs must have alarm system with 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 alarms can be connected to a hooter or LED indicators, kept away from the ATMs without any cost to the bank.	What is mean by alarm system? Machine only has provision to connect external alarm to the machine.	<b>Clause modified as Under:</b> 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.

109	45	6.7	ATM must also have biometric authentication capability with finger –print reader as per Aadhaar specifications. The ATM should support Bio-metric functions and integrated with the Bank's Biometric solution and UIDAI certified solution (Aadhaar) without any additional cost to the Bank.	Please clarify, ATM shall have Capability , this means that Bio Finger doesn't need be installed) or the ATM Shall have Biofiger devices installed from first day?	<b>Clause Stands modified as:</b>  “ATM should have capability to integrate biometric authentication with finger –print reader as per Aadhaar specifications. The ATM should support Bio-metric functions and integrated with the Bank's Biometric solution and UIDAI certified solution (Aadhaar) without any additional cost to the Bank. Finger print reader will be procured by Bank as and when required at mutually agreed cost.”
110	45	6.8	CD should have capability to integrate 1D/2D barcode and QR code scanner for future requirements of scanning codes from mobile phones by simply attaching a reader, compliant with Code128, Code39, QRCode standards.	Please clarify, ATM shall have Capability , this means that Bar Code Reader doesn't need be installed) or the ATM Shall have Bar code reader devices installed from first day?	<b>Clause stands modified as:</b>  6.8 CD should have capability for 1D/2D barcode and QR code scanner of scanning codes from mobile phones, compliant with Code128, Code39, QRCode standards. Successful bidder is required to provide for hardware & software for that without any cost to Bank.

111	51	11	Minimum 40 column thermal /Dot Matrix Printer to print audit trail as per Bank" s requirement. If journal printer runs out of paper or gets jammed or becomes non-functional, ATM should not function.	Request bank to remove journal printer from machine specifications, as today most of the banks not use journal printer & use Ej pulling application. Also due to journal printer it increase a extra hardware in the machine & also it impact on machine cost.	<b>Clause stand modified as:</b>  Minimum 40 column thermal /Dot Matrix Printer to print audit trail as per Bank" s requirement. If journal printer runs out of paper or gets jammed or becomes non-functional, ATM should not function. If journal printer is not provided by bidder then machine should have the capability to install journal printer in future.
112	52	12	Software should be capable of implementing/ customizing for finger-print registration and Biometric authorization application as required by the Bank.	Please clarify, ATM shall have Capable or shall have the Bio Finger reader device?	<b>Clause is self-explanatory.</b>
113	69	b	Accepting certificate by concerned branch regarding delivery of DVSS images for the quarter as per Annexure-XXIII of RFP.	1) Please review annexure-XXIII, it is the spare part price list and not the Accepting certificate..  2) Please consider the Accepting Certificate nill in case UCO Bank doesn't make the midea available as defined on pag 62, clause 20.8	<b>Clause stands deleted.</b>
114	72	8	Centres % Metro & State Capital Centres 5,000.00 Urban 97% Semi urban & Rural Centres 5,000.00 Penalty 1% 98% Centres 5,000.00 96%	Please considered the penalty according pag 39, item 1.8.2 of 97% and the value per one percent as Rs 1,000.00,  Centres 1% Metro & State Capital Centres Urban Centres 97% 97%	<b>Clause stand modified as:</b>  "1.8.2 Successful Bidder is required to support Managed Service Provider agent installations (if any) and will have to enter into SLA for end user uptime guarantee of minimum

				Semi urban & Rural Centres	96%	1,000.00	98% in Metro & State Capital Centres, 97% in urban centres & 96% in Semi-Urban & Rural centres (calculated in quarterly basis) for each machine for minimum 7 years (two years warranty & 3 years AMC+ 2 Years AMC Extension). Successful Bidder shall also provide remote support to the MSP(Multi Service Provider) or Bank for maintaining required upward uptime."
115	73	8	Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% of the system value per site per week will be charged for every week's delay (attributable to the vendor) in the execution of the purchase order beyond the specified delivery/installation schedule subject to a maximum of 10% of the value of the systems ordered for that site. Liquidated damages will be calculated per week on per site basis. Part of week will be treated as no delay for this purpose.	<p>Please consider:</p> <p>Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% of the system value per site per week will be charged for every week's delay (attributable to the vendor) in the execution of the purchase order beyond the specified delivery/installation schedule subject to a maximum of 3% of the value of the systems ordered for that site. Liquidated damages will be calculated per week on per site basis. Part of week will be treated as no delay for this purpose.</p>			<b>Clause stands as per RFP.</b>

116	63	8	<p>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.</p>	<p>Once tjhe OEM is not the EJ Agent vendor and the OEM is supporting the UCO Bank to get information, so the OEM can not be penalized so hard, we are request to consider:</p> <p>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+3 days after same is brought to successful bidder notice, Bank will charge a penalty of Rs 500/- per incident per ATM.</p>	<p><b>Clause stands modified as:</b></p> <p>EJ PULLING SERVICES AND EJ RECONCILIATION</p> <p>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 500/- 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.</p>
117			<p>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.250/- per incident per day subject to maximum of Rs 25,000/- for</p>	<p>On this project has personalized colours and because this some parts will be available on factory and it will need to transport to the final bank branch. Please consider this below clause because the transportation conditions: 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</p>	<p><b>Spare Part Replacement clause stand modified as</b></p> <p>For spare parts / accessories ordered by the Bank, impacting the operation of ATM, the response and resolution</p>

			<p>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.</p>	<p>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 4% 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.</p>	<p>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.100/- per incident per day. 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.</p>
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118	74	8	In case of requirement of any specific image is not provided within stipulated timeframe, vendor may be penalized with the cap of maximum the amount of transaction plus any penalty levied by higher authorities like RBI/BO/court of law, etc. Also SB should provide images/footages in case of disputed transactions/ or as and when required by the Bank. If Successful Bidder is unable to do so for any reason, the Successful Bidder will be liable to pay any penalty (ombudsman award etc.) imposed on the bank towards satisfaction of the disputed amount	Please consider this below clause because of technical limitations and vandalism cases: In case of requirement of any specific image is not provided within stipulated timeframe, vendor may be penalized with the cap of maximum the amount of transaction plus any penalty levied by higher authorities like RBI/BO/court of law, etc. Also SB should provide images/footages in case of disputed transactions/ or as and when required by the Bank. If Successful Bidder is unable to do so for any reason, the Successful Bidder will be liable to pay any penalty (ombudsman award etc.) imposed on the bank towards satisfaction of the disputed amount. This clauses is not applicable on cases of vandalism cases or hard disk crack once this is not under OEM control.	<b>Clause stands as per RFP.</b>
119	32	1.1.10	Successful Bidder will deliver along with the ATM, 5 rolls of receipt paper of 400 meters each & 5 rolls JP Paper of 200 meters for each ATM	Bidder would like to inform bank that supplying and replacement of Paper roll is part of MS Vendor activity. Request bank to remove this clause or to provide more details on the same. Further Receipt Roll is 120 to 130 Mtrs and as Banks now go with EJ only hence requesting Bank to remove the physical JP and go with EJ only for better ATM availability and support green initiative of Banks in India	<b>Clause stands modified as:</b>  1.1.10 Successful Bidder will deliver along with the ATM, 5 rolls of receipt paper of 400 meters each & 5 rolls JP Paper(if required) of 200 meters for each ATM.
120	34	1.3.3	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	The Bank to consider that he Bidder shall have no visibility or control on the mandatory compliance from regulatory authorities or by the Bank . The Bank should either provide necessary clarity as to the compliance requirements and the costs for fair assessment of the bid price. If the Bank is	<b>Clause stands as per RFP.</b>



			bank. For replacement/ addition of hardware component, if required, to meet mandatory regulatory compliances will be done on mutually agreed terms.	not able to provide the necessary clarity then the Bank should consider the obligations to comply with the mandatory requirements should be limited till the date of bid submission only. Any costs related to mandatory compliance from regulatory authority should be mutually discussed and paid by the Bank.	
121	34	1.3.4	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. This job has to be done as a part of Warranty and AMC support services, without any extra cost to the Bank.	Bidder will provide free of cost updates (hot-fixes, patches etc) for proprietary software from OEM for ATMs to address inherent software issues (such bugs, security vulnerabilities, etc) for ensuring that the ATMs meet the functionalities stipulated in the RFP. Any additional functionality/ies which is not clearly spelt out in the RFP specification that may require a change in the proprietary software from OEM for ATMs will be charged at mutually agreed rates.	<b>Clause stands as per RFP.</b>
122	34	1.4.1	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 or regulatory guidelines etc.), 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 will provide free of cost updates (hot-fixes, patches etc) for proprietary software from OEM for ATMs to address inherent software issues (such bugs, security vulnerabilities, etc) for ensuring that the ATMs meet the functionalities stipulated in the RFP. Any additional functionality/ies which is not clearly spelt out in the RFP specification that may require a change in the proprietary software from OEM for ATMs will be charged at mutually agreed rates. EJ agent is a third party software and bidder should not be hold liable for non functionality and disconnection of the software and any visit for loading of EJ software should be payable at mutual agreed rate Request bank to make change in the clause.	<b>Clause stands as per RFP.</b>

123	34	1.4.2	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 to Rats, snakes etc. Bank will not entertain any claim of any part damages by Rats, Snakes etc.	Bidder shall ensure rodent protection is fixed on the CDM. However, Bank needs to perform periodical pest control at site and prevent entry of pests, rodents, etc into the site to damage any parts/accessories at the site. Any part damaged due to Pest will be replaced on Mutual agreed price with the bank.	<b>Clause stands as per RFP.</b>
124	35	1.4.3	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 would like to inform bank that any part damaged due to external site environment like thefts, voltage fluctuation, earthing related, electrical fluctuations, short circuit, rodent attacks, etc shall be made chargeable to Bank on mutually agreed rates between the Bidder and the Bank since these are uncontrollable factor by the bidder and lies in bank Preview.	<b>Clause stands as per RFP.</b>
125	35	1.4.4	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.	48 hours is too short a time frame for ensure that logistic movement of part from one end of the country to another. Also some part are not so frequent damage part and which sourcing that part and getting it delivered to the location would not be possible in such short span of time. Requesting bank to get this clause removed as these are vandalism calls and not normal wear and tear of parts.	<b>Clause stands as per RFP.</b>

126	35	1.4.5	<p>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. Mechanical faults cover machine down due to faulty parts.</p>	<p>For any particular module failing consecutively three times in the month, Bidder shall get the part/module replaced for smooth functioning of the CD. However, replacement of the machine shall not be viable option for the Bidder and hence request Bank to modify the clause as below:</p> <p>"If any particular part/module is frequently becoming out of order for mechanical reasons for more than three times in a month and for reasons not attributable to the vendor, the vendor shall replace the part/module to ensure smooth functioning of CD for next 2 months machine at no extra cost to the Bank."</p>	<p><b>Clause stands as per RFP.</b></p>
127	35	1.4.7	<p>Successful Bidder shall provide for engineer visits for all activities required to be carried out as per this Scope as well as on Bank's request for implementation of all regulatory compliance issued by GOI/regulatory authority at no extra costs to the Bank.</p>	<p>ATMs delivered will meet existing compliance as defined by regulatory authority till the date of RFP submission. However, for any additional mandatory compliance upgrade in future the Bank will agree to pay the Bidder the mutually agreed cost involved for upgradation</p>	<p><b>Clause stands as per RFP.</b></p>
128	35	1.4.8	<p>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.</p>	<p>Bidder would like to inform bank to keep these activity even during the warranty period at mutually agree cost</p>	<p><b>Clause stands as per RFP.</b></p>

129	36	1.4.10	Preventive maintenance shall be compulsory during Warranty and AMC period. Preventive maintenance activity should be completed every quarter and report should be submitted to the branch officials with a copy to respective Zonal Office. Preventive maintenance activity should take care of physical verification, device configuration verification, device health check-up, cleaning of devices, fine-tuning the configuration, security check-up, verification of bugs/patches etc. During Preventive maintenance, the engineer should also check the earthing voltage at the site and inform the branch in case of any issue. Preventive Maintenance includes full and thorough check-up of the machine to identify faults, vital parts and EJ connection as well as DVSS availability and resolve the same if any.	Bidder would like to inform bank that submitting the PM report from every site will be a real logistic challenge. Bidder will provide bank a system generated PM Report which will have all time when the PM was done . Even we have a web based PM app which we can provide the login to the bank and bank can check all the PM done and verify if required.	<b>Clause stands as per RFP.</b>
130	36	1.4.15	Successful Bidder shall make available the spare parts, components etc. as mentioned in Annexure XXIII of RFP for the systems for a minimum period of 7 years, during warranty and AMC period. Vendor has to replace the Items not mentioned in Annexure XXIII of RFP, if required without any extra cost to the Bank.	Bidder would like to inform bank that any normal wear and tear in the machine the parts will be replaced to make the ATM up and running but if there is any vandalism or any sort of damage to the part due to any other reason then the part will be made chargeable at mutually agreed rate.	<b>Clause stands as per RFP.</b> Please refer clause 1.4.3 in page 35.
131	36	1.4.16	Bank will consider the following as consumables viz., Cartridges, Ribbons, Paper Rolls & Battery (for chest lock). All other items must be covered under Warranty & AMC.	Bidder would like to inform bank that currency cassette RP spool, are also considered as Consumable and request bank to add the same as consumables.	<b>Clause stands as per RFP.</b>

132	37	1.4.17	The ATM should be capable of working without air-condition environment.	Air Conditioning is an important factor ensuring the functioning of the CDS and thus availability. AC is required and hence we request bank to remove this clause.	<b>Clause stands as per RFP.</b>
133	37	1.4.18	Successful Bidder shall provide FLM, SLM, Preventive Maintenance (once in a quarter) and AMC services.	Bidder would like to inform bank that FLM is not part of the agreement and it is to be done by the Managed service provider. Request bank to confirm on the FLM service and AMC services that bank is looking at.	<b>Clause stands as per RFP.</b>
134	37	1.4.19	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.	Request bank to clarify the training required to be provided to the MSP. Further, we understand the EJ client agent will be provided by the bank and will be installed during the CD installation. Any further support for EJ related calls will be on chargeable basis. Request bank to please clarify. Further, the report on end-user availability may vary to the uptime report as shared by the bidder for the higher amount of dependencies of the bidder like site access, cash availability, etc. Hence request bank to consider the CD uptime report as shared by 119the bidder for CD availability	<b>Clause Clarified as Under:</b> Training if required need to be provided by successful bidder.
135	37	1.5	DVR	Bidder would like to request bank to clarify whether a video recording solution is required or only Image capture.	<b>Clause Clarified as Under</b> Both Image Capturing and Video Recording Solution is Required.
136	38	1.7.1	In future, pursuant to RBI or any other regulatory authority" s directives for any development/implementation for any functionality, or due to Industry level changes or as per Bank" s requirement, (which may require software/hardware changes), the same should be provided to the Bank without any additional cost.	While we can ensure compliance to the regulatory requirement applicable as on the date of submission of response to the RFP, it is difficult to envisage what changes will happen in the regulatory compliances requirements in future and what corresponding changes will be needed to the ATM or software. We therefore request the Bank to kindly modify this clause to mean that all the regulatory compliance requirements till the date of	<b>Clause stands modified as:</b> 1.7.1 In future, pursuant to RBI or any other regulatory authority" s directives for any development/implementation for any functionality, or due to Industry level changes or

				<p>RFP submission will be with no extra cost to the Bank and any changes thereafter will be based on terms as mutually agreed between the successful bidder and Bank. The Bank to consider that the Bidder shall have no visibility or control on the mandatory compliance from regulatory authorities or by the Bank. The Bank should either provide necessary clarity as to the compliance requirements and the costs for fair assessment of the bid price. If the Bank is not able to provide the necessary clarity then the Bank should consider the obligations to comply with the mandatory requirements should be limited till the date of bid submission only. Any costs related to mandatory compliance from regulatory authority should be mutually discussed and paid by the Bank.</p>	<p>as per Bank's requirement, (which may require software/hardware changes), for upgradation/upgradation 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.</p>
137	38	1.7.3	<p>ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, Successful Bidder shall arrange for its compliance/ upgradation without any extra cost to the Bank.</p>	<p>While we can ensure compliance to the regulatory requirement applicable as on the date of submission of response to the RFP, it is difficult to envisage what changes will happen in the regulatory compliances requirements in future and what corresponding changes will be needed to the ATM or software. We therefore request the Bank to kindly modify this clause to mean that all the regulatory compliance requirements till the date of RFP submission will be with no extra cost to the Bank and any changes thereafter will be based on terms as mutually agreed between the successful bidder and Bank. The Bank to consider that the Bidder shall have no visibility or control on the mandatory compliance from regulatory authorities or by the Bank. The Bank should either provide necessary clarity as to the compliance requirements and the costs for fair assessment of the bid price. If the Bank is not able to provide the necessary</p>	<p><b>Clause stands modified as:</b></p> <p>1.7.3 ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, Successful Bidder shall arrange for upgradation/upgradation of software pertaining to ATM for the purpose of enhancing their functionality to meet mandatory compliance</p>

				<p>clarity then the Bank should consider the obligations to comply with the mandatory requirements should be limited till the date of bid submission only. Any costs related to mandatory compliance from regulatory authority should be mutually discussed and paid by the Bank.</p>	<p>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.</p>
138	39	1.8.2	<p>Successful Bidder is required to support Managed Service Provider agent installations (if any) and will have to enter into SLA for end user uptime guarantee of minimum 97% (calculated in quarterly basis) for each machine for minimum 7 years (two years warranty &amp; 3 years AMC+ 2 Years AMC Extension). Successful Bidder shall also provide remote support to the MSP or Bank for maintaining 97% upward uptime.</p>	<p>Bidder would like to request the bank to confirm that the UPTIME SLA here is with regards to HW maintenance of the ATM only and not the end user uptime SLA. The End user UPTIME SLA depends on many other factors that an MSP is responsible for and therefore request bank to change this clause.</p>	<p><b>Clause Modified as Under:</b></p> <p>1.8.2 Successful Bidder is required to support Managed Service Provider agent installations (if any) and will have to enter into SLA for end user uptime guarantee of minimum 98% in Metro &amp; State Capital Centres, 97% in urban centres &amp; 96% in Semi-Urban &amp; Rural centres (calculated in quarterly basis) for each machine for minimum 7 years (two years warranty &amp; 3 years AMC+ 2 Years AMC Extension). Successful Bidder shall also provide remote support to the MSP(Multi Service Provider) or Bank for maintaining required upward uptime.</p>

139	39	1.8.3	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 to Bank. The damaged patch cord to be replaced without any extra cost during warranty and AMC period.	Request Bank to exclude supply of scope of LAN cable issues as this forms the scope of Network service provider and Bidder has no control over the damage/theft of such LAN cable from site.	<b>Clause stands as per RFP.</b>
140	39	1.8.4	Successful Bidder should provide all the software and other utilities required for facilitating integration, interface with Digital Image Surveillance Systems, Alarm Systems, E-Surveillance System, Multi-Vendor Software for these ATMs without any additional cost to the Bank.	Bidder would like to inform bank that all these software are third party software / Hardware and the service provider needs to provide the software to the bank all these has got no integration with the ATM hence request bank to remove this clause.	<b>Clause stands as per RFP.</b>
141	40	1.11.1	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 representative in	<p>We request the bank to review the clause and please confirm that the Vendor is not held liable for Penalty here as the EJ pulling &amp; functioning of EJ agent is the ownership of MS vendor. HW is rarely a reason for the disconnection of sites for EJ pulling.</p> <p>Since bank has taken the EJ from another vendor all penalties regarding to EJ not available / Not working or anything claimed by the cardholder from the EJ vendor and not the ATM vendor as the EJ vendor has failed to delivered the service and not the OEM.</p> <p>EJ agent is a third party software and bidder should not be hold liable for non functionality and disconnection of the software and any visit for loading of EJ software should be payable at mutual agreed rate Request bank to make change in the clause.</p>	<b>Clause stands as per RFP.</b>



			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.		
142	40	1.11.2	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.	Bidder request bank to clarify if they can provide the terms and conditions of the Tripartite Agreement to be entered into with the MSP, the Bank and successful Bidder to understand each party's roles, responsibilities and liability under the Tripartite Agreement. If the Bank cannot provide the terms and conditions of the said Tripartite Agreement then the Bank should consider stating that the Tripartite Agreement shall be mutually agreed between the Parties.	<b>Clause Modified as Under:</b>  Successful Bidder will be required to enter into tripartite agreement with Bank and MSP(Multi Service Provider) vendor (if any, required in future) for smooth ATM operation and EJ, Image pulling and screen content distribution services to avoid / pay any penalty. The tripartite agreement shall be mutually agreed by the parties.

143	41	3.1	UL291 Level 1 or higher/CEN L or higher Certified Secure Chest or higher(Certificate issued in favor 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.	Due to increased threat of burglary we request Bank to make CEN 1 safe as minimum security enclosure for ATMs instead of UL291 Level 1	<b>Clause stands as per RFP.</b>
144	42	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.	We will be supplying the lock which is OTC capable with no h/w change. OTC enable to be done by CIT or Bank if they are doing cash loading on their own. Back-end setup including lock code (OTC) issuance will be the responsibility of the Bank / CIT	<b>Clause is self-explanatory.</b>
145	43	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	We recommend using Standard divert cassette which comes with lockable option . Requesting Bank to amend this clause as "Secure Divert cassette bin with lockable option through secure sealing"	<b>Clause stands as per RFP.</b>
146	43	5.1	Currency bin/Cassettes tamper indication.	Requesting Bank to clarify the scope here	<b>Clause clarified as under:</b>  Cassettes should have temper indicator.
147	46	7.3	2 MB VRAM or higher Memory Compatibility so as to support the functionality and specification defined in the RFP.	VRAM is no more done through additional chip; it is part of main memory and s/w allocation. Request Bank to delete this clause	<b>Clause clarified as under:</b>  Bidder may provide integrated VRAM equivalent or higher to support the functionality and specification defined in the RFP.

148	48	8.1	SVGA compliant 10" (Ten Inch) and above Colour LCD Display with touch screen monitor with 1024x768 resolution having 8 or more operational or functional display keys.	Today industry standardized 15" LCD/LED for ATMs for better usability.	<b>Clause stands as per RFP.</b>
149	48	8.4	Touch Screen (with support for visually handicapped through 8 Function Keys). Touch Screen should be of sturdy make. In the event of a fault in Touch Screen arising through normal wear and tear, Vendor shall replace the same at no extra cost to the Bank.	Visually handicapper transaction is done through voice guidance without any touch on the screen / FDK. We request Bank to remove the FDK and make it as an optional item	<b>Clause stands modified as:</b>  8.4 Touch Screen with/without 8 key FDK. Touch Screen should be of sturdy make. Apart from vandalism, in the event of a fault in Touch Screen, Vendor shall replace the same at no extra cost to the Bank.
150	49	8.12	Ear phone jack to be provided and should be compatible with 3.5 mm jack of 3 pole as well as 4 pole	Headphone jack comes with standard 3.5mm jack port. Request Bank to look into the same	<b>Clause is self-explanatory.</b>
151	51	10.4	Capacity to hold 400m roll for printing approximately 5000 Transactions	Banks 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	<b>Clause stands as per RFP.</b>
152	51	11.2	Minimum 40 column thermal /Dot Matrix Printer to print audit trail as per Bank's requirement. If journal printer runs out of paper or gets jammed or becomes non-functional, ATM should not function.	Banks now go with EJ only hence requesting Bank to remove the physical JP and go with EJ only for better ATM availability and support green initiative of Banks in India	<b>Clause stands modified as:</b>  11.1 Minimum 40 column thermal /Dot Matrix Printer to print audit trail as per Bank" s requirement. If journal printer runs out of paper or gets jammed or becomes non-functional, ATM should not function. If

					journal printer is not provided by bidder then machine should have the capability to install journal printer in future.
153	52	12.17	Successful Bidder should also agree to install any third party software selected by the bank for EJ pulling at no extra cost to the bank as and when required.	Bidder will Load the EJ software free of cost during the first machine installation. Post which any disconnection and reloading will be done on a chargeable basis as this is a third party software and vendor is not responsible for this.	<b>Clause stands as per RFP.</b>
154	52	12.19	Electronic journal to be also written on hard disk and Replicated on the second hard disk which records images. The solution should include a EJ viewer.	As the EJ solution is understood to be part of the managed Services provided by the current MS vendor, EJ viewer is expected to be part of the EJ solution and hence this should not be the part of the AMC. Bank should therefore please remove the requirement of EJ viewer.	<b>Clause stands as per RFP.</b>
155	55	13.2.2	Encryption of all data (user files as well as system files) from an ATM" s hard disk.	We want to bring clarity to bank here, HDE what is being used for ATMs is not file encryption rather data at rest is encrypted to protect against manipulation when OS is not booted.	<b>Clause stands as per RFP.</b>
156	58	14.9	Setting of BIOS and Windows Password Centrally	BIOS Password will be custodian responsibility and done locally. Request Bank to look into this clause again	<b>Clause stands modified as:</b>  The solution shall be able to set Windows/Linux Password Centrally. BIOS should be enabled in the Machine.
157	63	20.17	Solution must have an integrated video surveillance system and centralized monitoring should be possible.	Bidder would like to request bank to elaborate more on this. As Centralized monitoring needs to be done by the MS vendor and ATM Camera capture images and stores in the machine. IF Monitoring system is required bank to confirm.	<b>Clause is clarified as under:</b> Solution must have an integrated video surveillance system and centralized monitoring should be possible.

					Monitoring may be done by Bank/Bank appointed vendor.
158	63	20.18	The solution should be able to pull the required images from the Central location and share the same over e-mail with Bank officials, as and when required.	Bidder would like to request bank to elaborate more on this. As Centralized monitoring needs to be done by the MS vendor and ATM Camera capture images and stores in the machine. IF Monitoring system is required bank to confirm.	<b>Clause is self-explanatory.</b>
159	63	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	<b>Clause stands as per RFP.</b>
160	63	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	<b>Clause stands as per RFP.</b>
161	67	4	The tenure of the Contract will be for a period of 78 Months 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 the completion of initial period of 78 months, the contract may be extended/renewed for such further period and on such terms and conditions as would be decided by the Bank.	The Bank should provide the termination compensation if the Bank intends to terminate the Agreement for Convenience keeping in the mind the investment that the Bidder will do service the contract for a term of 78 months. Further, the Bank should consider giving atleast 12 months written notice in advance to the Bidder to make fair assessment of the requirement from the Bank and make a reasonable bid offer. The Bank should not partially terminate the Agreement for more than 10% of the ATMs during the tenure of the contract.	<b>Clause Stands as per RFP.</b>

162	68	Annual Maintenance Contract	Preventive maintenance activity should be carried out once in a quarter and report should be submitted to the Bank duly signed by the Branch officials with seal. This is apart from the break down maintenance.	Bidder would like to inform bank that submitting the PM report from every site will be a real logistic challenge. Bidder will provide bank a system generated PM Report which will have all time when the PM was done . Even we have a web based PM app which we can provide the login to the bank and bank can check all the PM done and verify if required.	<b>Clause stands as per RFP.</b>
163	69	Annual Maintenance Contract	Bank reserves its right to decide whether or not to enter into AMC with Successful Bidder, for the post warranty period.	Bidder would like to inform bank that based on bank RFP bidder has considered a PNL for 7 years and if bank after prevailing the Warranty period decides not to enter in AMC then the bidder will go into huge losses. Request bank to remove this clause.	<b>Clause Stands as per RFP.</b>
164	69	Annual Maintenance Contract	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.	If the Bank intends to terminate the Contract by giving 30 days notice to the Bidder anytime without assigning any reasons during the contract period then the Bank should clarify if it also intends to compensate the Bidder for the incurring costs by committing to service the Bank for 6 years? If yes, the Bank should provide the termination compensation under the provision.	<b>Clause Stands as per RFP.</b>
165	70	7. Uptime	Semi urban & Rural Centers - 4 Hrs and 12 Hrs	Bidder is requesting bank to change the response time for such location to 8 hrs and 16 hrs and there are some location where by Public and govt transport is also not frequently available. Hope banks understand the same and makes the changes.	<b>Clause stands as per RFP.</b>
166	70	7. Uptime	Downtime for any particular ATM should not exceed more than 4 hours for a single incident of failure.	Bidder would like to request bank to rephases this clause as " Downtime for any particular ATM should not exceed Response time + 4 hours for a single incident of failure.	<b>Clause stands as per RFP.</b>

167	71	7. Uptime	<p>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.</p>	<p>Also, request Bank to exclude below points while calculating Uptime of ATM:</p> <ul style="list-style-type: none"> <li>• Instances of force majeure, Vandalism and delays due to strikes, Bandh, Hartal, Political instability in the region (in such cases, the vendor shall inform and seek Bank's confirmation of its non-liability for penalty)</li> <li>• Downtime when ATMs are put in Supervisory mode during maintenance activities and cash loading.</li> <li>• In ability of third party vendor to support or meet the SLA.</li> <li>• Cash out down time due to non-availability of cash ( cash not being provided as per the indent) OR any other factor under Bank dependency.</li> <li>• Site not accessible for ATM servicing.</li> <li>• Any downtime beyond the backup hours supported by UPS batteries.</li> <li>• Remote sites where local transportation is a known issue.</li> <li>• Any chronic power issue related site leadin Downtime due to Shifting , renovation, Inauguration, vandalism etc. to huge ATM downtime.</li> <li>• Any ATM being shutdown on daily basis on evening hrs</li> <li>• Downtime due to PM calls</li> <li>Downtime due to Network/ WAN failures</li> <li>Downtime due to Shifting , renovation, Inauguration, vandalism etc.</li> <li>Faults which are not reported through Online Switch feed.</li> </ul>	<p><b>Clause stands as per RFP.</b></p>
168	71	8.4	<p>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.</p>	<p>Bidder would like to inform bank that Chargeable calls will be attended once we get the approval from bank only then the part will be ordered and replaced at site. AC not Working, Rodents and Power at site are not in bidders control and the OEM vendor should not be penalised for the same. Request bank to get this clause deleted</p>	<p><b>Clause stands as per RFP.</b></p>

169	72	8.5	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.	The Bank is requested to define the penalty / liquidated damages which the Bank intend to charge the vendor. The Bank is also requested to clarify if these penalty / liquidated damage is over and above the SLA penalty and other liquidated damage stipulated in the RFP.	<b>Clause Stands as per RFP.</b>
170	72	UPTIME MAINTENANCE	Penalty for every one percent or part thereof decrease in guaranteed quarterly uptime for each ATMs/equipment (in INR) - 5000 INR.	Bidder would like to inform bank that the penalty is too high and not as per industry standard . Request bank to charge as per industry standard a penalty of INR 100/- for every drop in uptime.	<b>Clause modified as under:</b>  Penalty for every one percent or part thereof decrease in guaranteed quarterly uptime for each ATMs/equipment (in INR) - 3000 INR.
171	73	During 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.	Bidder would like to request bank to provide this with an example on how the Max Penalty will be calculated.	<b>Clause stands as per RFP.</b>
172	73	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.	Bidder would like to request bank to provide this with an example on how the Max Penalty will be calculated.	<b>Clause stands as per RFP.</b>
173	73	EJ pulling services & ej reconciliation	EJ PULLING SERVICES AND EJ RECONCILIATION	Bidder would like to request bank to confirm whether EJ Services and EJ Reconciliation is part of this RFP.	<b>Clause Clarified as Under:</b>  EJ pulling will be done by Bank. Successful Bidder has to ensure that EJ agent remains connected to ensure 100 % EJ pulling rate.



174	73	EJ PULLING SERVICES AND EJ RECONCILI ATION	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.	EJ Services are to be provided by the MS Vendor and not the OEM. EJ is a third Part Software why the Software gets disconnected bank needs to check with the Software Provider and not the OEM. Loading of Software will be done during Installation after which any disconnection will be loaded at chargeable call to the bank bank needs to get this claimed from their EJ vendor. this cannot be a free activity. OEM will try its best to restore the agent in T+4 days where T is the date when we get approval to go ahead to load the EJ. and Penalty indicated is too high bidder request bank to change this to T+4 and Penalty after which to rs100/-. If the EJ is not available then the EJ provider needs to be penalised as the EJ software got disconnected. the ATM vendor should not be penalised for any such claims.	<b>Clause stands modified as:</b>  EJ Pulling Services and Ej 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 500/- 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.
175	74	SPARE PART REPLACEM ENT	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.250/- per incident per day subject to maximum of Rs 25,000/- for	Bidder would like bank to clarify under what circumstances will bank order the Spare parts / Accessories ?  Second Bidder would like to inform bank that when a CE goes on site for Repair after proper diagnosis and checking the ATM if the CE feels that a part is needed then a part order request is place. in this clause where bank wants parts to be at site in 4/6 hrs is not possible.	<b>clause stand modified as:</b>  For spare parts / accessories ordered by the Bank, impacting the operation of ATM, the response and resolution time will be four hours in

		<p>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.</p>	<p>Parts coming from the central warehouse does take more than 48 hours depending on the location and logistic challenge we face in the country. hence bidder would like to request bank to change/delete this clause.</p> <p>Penalty of 250/- Per day/Per Incident is too high and bidder request bank to put it as 100/- per incident only.</p>	<p>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.100/- per incident per day. 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.</p>
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176	74	CR CAMERA IMAGES/C CTV FOOTAGES	In case of requirement of any specific image is not provided within stipulated timeframe, vendor may be penalized with the cap of maximum the amount of transaction plus any penalty levied by higher authorities like RBI/BO/court of law, etc. Also SB should provide images/footages in case of disputed transactions/ or as and when required by the Bank. If Successful Bidder is unable to do so for any reason, the Successful Bidder will be liable to pay any penalty (ombudsman award etc.) imposed on the bank towards satisfaction of the disputed amount.	Bidder would like to inform bank that for disputed transaction apart from images there are various other factors to the same which is more of a MS Vendor responsibility ie to provide EJ/ \$ way recon to be done by bank and switch and Camera images. Bank cannot pass the entire dispute penalty to the OEM vendor for the image issue if not available. apart from this the bank also has their e-surveillance vendor on site to check and provide image hence bidder request bank to get this clause deleted from the OEM Scope	<b>Clause stands as per RFP.</b>
177	74	LIMITATION OF PENALTY	Overall penalty calculated above, shall be restricted to total value of TCO. However, any penalty imposed by RBI/ Ombudsman / Other Bank / Any other Government Authority / Office on Customer complaints due to ATM operation will be recovered from the Successful Bidder over and above the penalty imposed by the bank.	<p>Bidder would like to inform bank there is conflict in this clause as the Max Penalty stated above for Machine in Warranty and Machine IS AMC is already been set and then here it states overall penalty to be restricted to the TCO value. Bank need to clarify what is the MAX penalty the bank will impose on the bidder as that is not clear and if possible bank to provide examples on how this will be calculated.</p> <p>Secondly Bidder would like to inform bank that they have already penalised OEM for non performance then why are they double penalising the vendor for any penalty recoverable by RBI. Bank will have to provide proof with evidence that any penalty imposed on the OEM vendor is imposed because it is fault of the Hardware and not just pass on its liability. Bank may consider the overall penalty should be limited to 10% of the TCO including any penalty imposed by any government authority / office on customer complaints due to ATM operation.</p>	<b>Clause Stands as per RFP.</b>

178	83	23	<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>The indemnity section and the contents of the Deed of Indemnity are different. The Bank to provide a uniform form of Indemnity which the Bidder can assess and evaluate the risks. It is proposed that Bidder's indemnity should be limited to third party claims resulting into suits filed against the Bank ("Claim") due to:</p> <p>a. IP Infringement indemnity by the Bidder.</p> <p>b. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder/s' gross negligence.</p> <p>With respect to Claim, the Bidder will pay all costs and monetary damages finally awarded by the court of appropriate jurisdiction, For fulfillment of Bidder's indemnification obligations set forth in the SLA with respect to third party claims, the Bank shall: (a) provide Bidder prompt notice that the claim has been threatened or brought, whichever is sooner (the "Claim Notice"); (b) providing Bidder sole control of the defense and any appeal or settlement (at Bidder's discretion) of the claim; (c) cooperating with Bidder (including providing relevant documentation and information) with respect to the claim; and (d) complying with all court orders.</p> <p>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</p>	<p><b>Clause Stands as per RFP.</b></p>
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				<p>REPUTATION, GOODWILL, TIME, OPPORTUNITY, DATA, OR ACCESS TO DATA AND UNDER NO CIRCUMSTANCES, THE AGGREGATE LIABILITY OF THE BIDDER SHOULD EXCEED THE ANNUAL CONTRACT VALUE DURING THE TERM OF THE AGREEMENT.</p> <p>Claim made by Regulatory Authorities for reasons attributable to breach of services provided/ obligation under this document and by the Service Provider should be excluded as the same is covered under the penalty section.</p>	
179	133	COMMERCIAL BID	AMC should be kept at minimum of 8% of unit cost of ATM. If the AMC is quoted below 8%, Bank will calculate the AMC at 8% and same will be binding upon the bidder. However, payment will be paid on actuals as quoted.	Bidder would like to request bank to keep the AMC value Minimum at 10%	<b>Clause Stands as per RFP.</b>
180	135	OPTIONAL ITEMS	Spare parts not mentioned in the list will be considered as Free of Cost.	Bidder would like to inform bank that there are many parts in an ATM and list all Parts is not possible and not feasible to be added in the contract. However bidder would like to inform bank to change the clause to read as . All Major / Frequent Spare part price to be mentioned in the list. if any part mentioned in the list and the part value is more than INR 10000/- then the part will be considered free. If part not mentioned in the list and the part Value is less than INR 10000/- then bank will provide approval for replacement of the same.	<p><b>Clause Clarified as Under:</b></p> <p>Bidder should add all the additional parts which is required in ATM in optional item list in Annexure XXIII.</p>
181	24	31, h	The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.	We request Bank to allow bidder to incorporate changes in the import duty, tax structures in the commercial bid over the price validity period.	<b>Clause Stands as per RFP.</b>

182	34	1.4.2	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 to Rats, snakes etc. Bank will not entertain any claim of any part damages by Rats, Snakes etc.	As onsite locations are responsibility of Bank and vendor should not be penalized for the same if happens at onsite locations. Thus we request Bank to modify this clause.	<b>Clause stands as per RFP.</b>
183	36	1.4.15	Successful Bidder shall make available the spare parts, components etc. as mentioned in Annexure XXIII of RFP for the systems for a minimum period of 7 years, during warranty and AMC period. Vendor has to replace the Items not mentioned in Annexure XXIII of RFP, if required without any extra cost to the Bank.	We request Bank to allow to charge the Bank for the replacement of the part which is not mentioned if its cost is more than 1000Rs.	<b>Clause Clarified as Under:</b>  Bidder should add all the additional parts which is required in ATM in optional item list in Annexure XXIII.
184	36	1.4.16	Consumables: Bank will consider the following as consumables viz., Cartridges, Ribbons, Paper Rolls & Battery (for chest lock). All other items must be covered under Warranty & AMC.	We request Bank to consider cassettes' as a part of consumables.	<b>Clause stands as per RFP.</b>
185	37	1.4.19 & 4.1.20	Successful Bidder shall provide FLM, SLM, Preventive Maintenance (once in a quarter) and AMC services.	We presume that FLM & SLM is part of Preventive Maintenance and is to be done once in a quarter. We request Bank to confirm.	<b>Clause Clarified as Under:</b>  FLM & SLM is as and when required. PM mandatory once in a quarter.

186	37	1.4.21	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.	We request Bank to consult the bidder to finalize the end-user availability for the purpose of SLA and penalty calculation.	<b>Clause Clarified as Under:</b> Training if required need to be provided by successful bidder.
187	37	1.5.2	Vendor to ensure that DVR images and Video are provided within 24 hours from the lodging of the call from vendor/Bank.	We request Bank to modify TAT in this clause to 72 Hours as retrieval of necessary information may take time if sites are distant.	<b>Clause Modified as Under:</b> Vendor to ensure that DVR images and Video are provided within 48 hours from the lodging of the call from vendor/Bank.
188	37	1.5.3	The image/video data stored on hard disk should be periodically taken as backup and handed over to the concerned branch within stipulated timeframe.	We request Bank to specify the timeframe to handover the data to concerned branch.	<b>Clause Clarified as Under:</b> Backup should be taken during PM activity.
189	37	1.5.4	The hard disk should be able to store the image data for a period of at least 180 days. The image data should be retrievable remotely to address any dispute or as a response to police /regulatory authorities. The successful bidder will be responsible for providing image data as required by the Bank by retrieving from the machine physically within T+1 day of request of Bank. For the said activity Bank will pay Engineer visit cost as mutually agreed.	We request Bank to clarify on removal/retrieval of data as in the following point mentions about physical visit and retrieval by the Engineer. Furthermore we request to allow bidder to complete retrieval activity in T+2.	<b>Clause stands as per RFP.</b>

190	38	1.7.1	<p>In future, pursuant to RBI or any other regulatory authority's directives for any development/implementation for any functionality, or due to Industry level changes or as per Bank's requirement, (which may require software/hardware changes), the same should be provided to the Bank without any additional cost.</p>	<p>We request Bank to consider mutually agreed cost for future regulatory compliance issued by GOI/ regulatory authority that required Hardware level or software development level changes.</p>	<p><b>Clause stands modified as:</b></p> <p>1.7.1 In future, pursuant to RBI or any other regulatory authority" s directives for any development/ implementation for any functionality, or due to Industry level changes or as per Bank" s requirement, (which may require software/hardware changes), for upgradation/update 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.</p>
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191	38	1.7.2	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.	We request Bank to clarify on what kinds of products are implied here.	<b>Clause is self-explanatory.</b>
192	38	1.7.3	ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, Successful Bidder shall arrange for its compliance/ upgradation without any extra cost to the Bank.	We request Bank to consider mutually agreed cost for future regulatory compliance issued by GOI/ regulatory authority that required Hardware level or software development level changes.	<b>Clause stands modified as:</b>  1.7.3 ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, Successful Bidder shall arrange for upgradation/ updatation 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.

193	39	1.7.5 & 1.7.6	1.7.5 Successful Bidder has to provide required hardware to implement RBI control measures/Security solution at the rate quoted in commercial bid. 1.7.6 Hardware to implement RBI control measures/Security solution has to be mandatorily placed at location as decided by the Bank.	We request Bank to clarify on what hardware's are required.	End to end solution and server required to be provided by successful bidder.  <b>Clause 1.7.5 stand modified as:</b>  1.7.5 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.
194	39	1.8.3	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 to Bank. The damaged patch cord to be replaced without any extra cost during warranty and AMC period.	We request Bank to pay for LAN cable damage due to rodent / burrowing animals.	<b>Clause stands as per RFP.</b>
195	39 & 65	1.8 & 2.5	1.8 Delivery & Installation 2. Delivery and Installation 2.5 Successful Bidder to obtain transit insurance cover for the ATMs from their factory/go down to the ATM installation site.	We request Bank to incorporate below clause :  Transit Loss/Seizure- During the Delivery operation if the van is seized by any Government Authority during either the election period, search operation by police or any intelligence tip or	<b>Clause Stands as per RFP.</b>

				inquiry of any incident or robbery then in such circumstances, the Vendor shall not be held responsible for any such seizure by the govt. authorities and under no circumstances, the Bank shall be entitled to adjust any such amount against the amount/ fee payable to the Vendor. Notwithstanding what is stated hereinabove, in the aforesaid event the Vendor shall 1) immediately on seizure by the Government Authority inform the Bank about the seizure and co-operate with the Bank for recovering the same from the appropriate government authority and, 2) produce official proof such as seizure memo/documents. Expenses incurred for recovering the same shall be borne by the Bank. If any kind of guarantee is stipulated by the Government authority or court for releasing the same, then the same shall be arranged by the Bank at its own cost.	
196	40	1.11.1	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 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.	We request Bank not to penalize bidder if the EJ disconnection is due to MS vendor and is not informed to vendor.	<b>Clause stands as per RFP.</b>
197	41	1.5	ATM compatible with any regulated power supply (conventional UPS and solar UPS)	We request Bank to clarify on the Solar UPS requirement.	<b>Clause is self-explanatory.</b>

198	41	3.1	UL291 Level 1 or higher/CEN L or higher Certified Secure Chest or higher(Certificate issued in favor 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 consider Certificate issued in favor of OEM or Bidder.	<b>Clause stands as per RFP.</b>
199	41	3.4	Resistance to Fire/Water/Temperature	We request Bank to explain on the requirement. ATMs can work with the provided temperature range and prone to get affected with any Force majeure situations like Fire and Flood.	Clause pertains to Currency Chest Specifications.
200	41	3.6	S&G 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 certified to this effect in the ATM installation certificate.	We request Bank to consider removing one specific brand (S&G) and include the term equivalent.	<b>Clause stands as per RFP.</b>
201	43	5.12	All cassettes to be capable of holding and dispensing 50, 100, 200, 500, 2000 denomination legal tender notes. If there is any new currency introduced by RBI in future, corresponding currency cassettes should be calibrated along-with ATMs without any additional cost to the Bank. The dispenser should have Additional Divert Cassette for rejected notes. The bidder will provision for old & new 50 & 100 denomination in Currency cassette and	Cash dispenser will be having 4 currency cassette + 1 divert cassette to hold the rejected cassette. We request Bank to clarify on the term additional divert cassette.	<b>Clause is self-explanatory.</b>

			same should be configurable on branch request during Preventive maintenance or engineer branch visit without any cost to bank.		
202	43	5.14	Should have sensor to send message for low-cash supply to the ATM Switch	We request Bank to consider to change as "Should have sensor or logical way to send message for low-cash supply to the ATM Switch	<b>Clause stands as per RFP.</b>
203	48	8.1	SVGA compliant 10" (Ten Inch) and above color LCD Display with touch screen monitor with 1024x768 resolution having 8 or more operational or functional display keys.	We request Bank include display standard as SVGA or above (Like DVI, LVDS etc.).	<b>Clause stands as per RFP.</b>
204	51	11.1	Minimum 40 column thermal /Dot Matrix Printer to print audit trail as per Bank's requirement. If journal printer runs out of paper or gets jammed or becomes non-functional, ATM should not function.	We request Bank to remove Journal printer as already ATM has electronic Journal which is legally accepted.	<b>Clause stands modified as:</b>  11.1 Minimum 40 column thermal /Dot Matrix Printer to print audit trail as per Bank's requirement. If journal printer runs out of paper or gets jammed or becomes non-functional, ATM should not function. If journal printer is not provided by bidder then machine should have the capability to install journal printer in future.

205	53	13.1.9	The solution should support -Set SMS and E-mail alerts for significant / critical events.	SMS and Email integration is possible, We request Bank to clarify if bank will provide SMS and Email vendors.	<b>Clause stand modified as:</b>  "The solution should provide SMS/E-Mail alerts for significant / critical events/changes."  Bank will provide SMS & Email vendor.
206	53	13.1.10	The solution should allow for the remote management of user credential according to strong password and industry requirements.	OTP solution can be implemented to set user credentials remotely with dynamic password	<b>Clause is self-explanatory.</b>
207	53	13.1.6	The solution shall be able to set BIOS and Windows Password Centrally.	We request Bank to modify this point as BIOS password cannot be set remotely, Windows password is possible.	<b>Clause stands modified as:</b> The solution shall be able to set Windows/Linux Password Centrally. BIOS should be enabled in the Machine.
208	54	13.1.15	The solution should support –Detailed Event and Log information available along with hardware information for a complete picture of a device " s actual status.	We request Bank to modify this point as details log is available of events triggered in ATM and categorized based on criticality but Device information is not available in EPS	<b>Clause stands as per RFP.</b>
209	54	13.1.17	ATMs should be pre-installed with whitelisting application solutions. Successful Bidder must provide Whitelisting solution with following features: 1. The solution must ensure that only "Whitelisted" applications run on the ATMs. 2. The solution must prevent the execution of any non- whitelisted files on the machine. Vendor to provide standard whitelisting solution from companies of reputed like Symantec, Norton, McAfee etc.	We request Bank to modify this clause as EPS (Whitelisting application) cannot be pre-installed and has to be installed during installation.	<b>Clause stands as per RFP.</b>

			<p>or any other industry standard whitelisting solution which would meet above requirements and should come preloaded in the ATMs to be supplied and installed by successful vendor.</p> <p>ATMs should be pre-installed with whitelisting application solutions. Successful Bidder must provide Whitelisting solution with following features:</p> <ol style="list-style-type: none"> <li>1. The solution must ensure that only "Whitelisted" applications run on the ATMs.</li> <li>2. The solution must prevent the execution of any non- whitelisted files on the machine. Vendor to provide standard whitelisting solution from companies of reputed like Symantec, Norton, McAfee etc. or any other industry standard whitelisting solution which would meet above requirements and should come preloaded in the ATMs to be supplied and installed by successful vendor.</li> </ol>		
210	54	13.1.19	ATMs should have enabled BIOS password.	We request Bank to modify this point as BIOS password can be set manually. Remotely not possible.	<b>Clause stands as per RFP.</b>
211	55-56	13.2.8	The ATM" s should still cater for customers while installation) the hard disk is being encrypted (during	During Encryption (First time or whenever SW is reloaded). Machine will experience slowness, We request Bank to provide up to 24 hrs. downtime or less depends on the HDD size.	<b>Clause stands as per RFP.</b>

212	56	13.2.12	The Windows/Linux 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.	We request Bank to modify this point as ADMIN account will be permanently unavailable and restrictive access is available using dynamic password. Any update or patch installation has to be done using our saw update package only	<b>Clause stands as per RFP.</b>
213	57	13.3.8	The solution should have capability to allocate only required ATM resources to the Whitelisted application. And during the running of the Whitelisted application should monitor if only those resources are being accessed. In case of any deviation, alert should be raised and resources should be blocked. Further, any outdated malware definitions on a terminal should be highlighted in a centralized dashboard.	We request Bank to modify this point as EPS solution has the list of whitelisted application and irrespective of malware definition it will still protect the ATM from attack	<b>Clause stands as per RFP.</b>
214	57	13.3.9	ATMs should be provided with Anti-virus solution to facilitate blocking of malicious codes/traffic entering the ATM. Alternatively, Successful Bidder should provide ATM specific firewall to take care of intrusion detection, port scans and other common virus attacks.	We request Bank to remove Antivirus solution, AS the EPS is capable of handling the post and imp level restrictions to protect the ATM	<b>Clause Clarified as Under:</b>  In case antivirus is not required then same should not be provided along with whitelisting application but successful bidder need to ensure blocking of malicious codes/traffic entering the ATM.



215	57-58	13.3.10	Updating the Anti-Virus software will be the responsibility of Successful Bidder also Successful Bidder will be responsible for OS up gradation/up-nation, OS hardening, installation of service pack, and patch files without any cost to bank. Successful Bidder has to submit self-certification regarding OS hardening. Bank may conduct third party audit in future in this regard.	We request Bank to remove Antivirus solution, AS the EPS is capable of handling the post and imp level restrictions to protect the ATM	<b>Clause Clarified as Under:</b>  In case antivirus is not required then same should not be provided along with whitelisting application but successful bidder need to ensure blocking of malicious codes/traffic entering the ATM.
216	58	14.3	Access to external devices should be centrally controlled	We request Bank to clarify on the external device mentioned in the RFP.	<b>Clause is self-explanatory.</b>
217	58	14.9	Setting of BIOS and Windows Password Centrally.	We request Bank to modify this point as BIOS password can be set manually. Remotely not possible.	<b>Clause stands modified as:</b>  The solution shall be able to set Windows/Linux Password Centrally. BIOS should be enabled in the Machine.
218	59	14.22	Access should be time based admin access and dynamic password	We request Bank to modify this point as ADMIN account will be permanently unavailable and restrictive access is available using dynamic password. Any update or patch installation has to be done using our SW update package only as this is the most secure way.	<b>Clause stands as per RFP.</b>
219	60	16.1	Indicators for part fault (e.g. motherboard, Cassette, EPP, card reader, SMPS, etc.)	Relevant indications on part failures are provided in supervisor menu. However it is not possible to provide indication for SMPS or Motherboard failures. We request Bank to explain indicators for Motherboard and SMPS failures.	<b>Clause is self-explanatory.</b>
220	60	18.3	ATM should be provided with Anti-virus solution. Updating the Anti-Virus software will be the responsibility of Successful	We request Bank to remove Antivirus solution, AS the EPS is capable of handling the post and ip level restrictions to protect the ATM	<b>Clause Clarified as Under:</b>  In case antivirus is not required then same should

			Bidder also Successful Bidder will be responsible for OS hardening, installation of service pack, and patch files.		not be provided along with whitelisting application but successful bidder need to ensure blocking of malicious codes/traffic entering the ATM.
221	61	20.1	Additionally provision for 2nd external camera for site surveillance must be available.	We request Bank to clarify if costing for second camera shall be considered in TCO.	<b>Clause is self-explanatory.</b>
222	65	2.1	Successful Bidder shall deliver the machines within Six Weeks in North East Area and in states where road permit is needed 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 modify this as 8 weeks in North East Area and 6 weeks in Rest of the country and to operationalize within 2 weeks within date of receiving intimation	<b>Clause Stands as per RFP.</b>
223	67	4	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.	We request Bank to labor charges in case it is to be delivered in branches and subsequently it is to be removed. Alternatively we request Bank to advise us on how many such sites are there where there is no space for new machine to be kept	<b>Clause stands as per RFP.</b>

224	67	5	5. Warranty & AMC	<p>We request Bank to consider incorporating the below:</p> <p>AMC Exclusions:</p> <ul style="list-style-type: none"> <li>-Any service resulting from theft attempt, negligence, misuse, or abuse, including the failure to operate and care for Cash Dispenser in accordance with the manufacturer's power, environmental, and other specifications.</li> <li>-Movement of Cash Dispenser by anyone other than Vendor.</li> <li>- Cash Dispenser breakdown due to an alteration to Cash Dispenser or use of an attachment not provided and/ or supplied by Vendor in writing to be compatible with Cash Dispenser standard interfaces.</li> <li>-Cash Dispenser is opened, tampered with or repaired by any person other than a person authorized by Vendor</li> <li>- Damage to or loss of currency cassettes not caused by Vendor</li> <li>- Damage caused by rodents or natural disasters</li> <li>- Service calls resulting from the Errors, or omissions of the Bank</li> <li>- Service Calls due to external circumstances such as water, fire, riots, accidents or environmental conditions including but not limited to improper power supply.</li> <li>- Any miss-dispensation from the Cash Dispenser, the liability for the same shall not be of the Vendor.</li> <li>- Any improper handling by the Bank/ third party.</li> </ul>	Clause stands as per RFP.
225	68	5	Warranty should not become void if UCO BANK buys any other supplemental hardware from a certified third party and installs it with these equipment's. However, the warranty will not apply to such hardware items installed. The obligations under the warranty expressed above shall include all costs relating to labor, spares,	<p>We request Bank to modify this clause as 'In case any third party hardware is to be installed in the machine, it should be with the prior approval of the vendor and it should not damage the machine.'</p>	Clause stands as per RFP.

			maintenance (preventive & unscheduled) and transport charges from site to manufacturer's works and back for repair/replacement at site or any part of the equipment which under normal & proper use and maintenance proves defective in design, material or fails to conform to the specifications.		
226	70	5	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.	We request Bank to delete this clause this it can have adverse impact since the investment is made in man and machinery after awarding AMC contract.	<b>Clause stands as per RFP.</b>
227	70	6	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 request Bank to release the payment in case of the delay of more than 15 days after delivery in operationalization due to Banks dependency.	<b>Clause Stands as per RFP.</b>
228	72	8	Successful Bidder shall ensure uptime of individual ATMs (to be calculated on quarterly basis). If Successful Bidder fails to guarantee the required uptime, the Bank shall, for every one percent or part thereof decreases in guaranteed quarterly uptime for each ATMs/equipment, impose penalty as mentioned below.	We request Bank to reduce the penalty to 1000 Rs./ Per ATM	<b>Clause stands as per RFP.</b>

229	72	8	Vendor is 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.	We request Bank to allow bidder to submit the uptime within 15 working days after expiry of every quarter as the same is to be taken from MS vendor and is to be analyzed before sharing with Bank.	<b>Clause stands as per RFP.</b>
230	73	8	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.	We request Bank to put cap of 25 % on this penalty.	<b>Clause stands as per RFP.</b>
231	73	8	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.	We request Bank to put cap of 25 % on this penalty.	<b>Clause stands as per RFP.</b>
232	73	8	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.	We request Bank to recover from this contract only. Other payments may be pertaining to other projects or divisions.	<b>Clause stands as per RFP.</b>

233	73	8	<p>Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% of the system value per site per week will be charged for every week's delay (attributable to the vendor) in the execution of the purchase order beyond the specified delivery/installation schedule subject to a maximum of 10% of the value of the systems ordered for that site. Liquidated damages will be calculated per week on per site basis. Part of week will be treated as no delay for this purpose. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company. If the vendor claims that Bank is not in a position due to site not ready, the Vendor should submit the documentary proof to the paying authority.</p>	<p>We request Bank to put cap of 2% max on this.</p>	<p><b>Clause stands as per RFP.</b></p>
234	73	8	<p>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.</p>	<p>We request Bank to reduce the penalty to 250 Rs per incident per ATM.</p>	<p><b>Clause stands modified as:</b></p> <p>EJ PULLING SERVICES AND EJ RECONCILIATION</p> <p>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 500/- per incident per</p>

					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.
235	73	8	<p>EJ PULLING SERVICES AND EJ RECONCILIATION</p> <p>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.</p>	<p>We request Bank to verify reports as soon as they are shared.</p>	<p><b>Clause stands modified as:</b></p> <p>EJ PULLING SERVICES AND EJ RECONCILIATION</p> <p>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 500/- 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.</p>

236	74	8	<p>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 center and 6 hours at other center 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 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.</p>	<p>We request Bank not to penalize vendor for delay which is beyond vendor's control. Furthermore we request Bank to cap the penalty at 5,000/- during warranty and maximum of 5% of AMC amount of particular machine during AMC period.</p>	<p>Spare Part Replacement <b>clause stand modified as</b></p> <p>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.100/- per incident per day. 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</p>
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					to vendor to replace the machine with new machine with same or higher configuration at no extra cost to Bank.
237	74	8	Overall penalty calculated above, shall be restricted to total value of TCO.	We request Bank to cap the total penalty applicable to 10% of TCO	<b>Clause Stands as per RFP.</b>
238	88	32	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 Agreement is terminated and the date upon which such termination shall become effective.	We request Bank to consider that even the Vendor should have the right to terminate the Contract, for convenience by giving one month's prior notice to the Bank.	<b>Clause Stands as per RFP.</b>
239	93	41	41. Limitation of Liability I. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder 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. ii. Service Provider 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 loss cause.	We request Bank to incorporate below clause instead of present clause:  Notwithstanding anything contained in this Agreement, neither party shall be liable to the other for any indirect or consequential loss or damages, loss of revenue or profits. Further, the Vendor should not be liable for any losses, demand, claims, penalties, damages, indemnities etc. or of similar nature caused to the other beyond the monetary amount greater than the total amounts paid for the immediately preceding 03 (three) months of arising of cause of action by virtue of services rendered under the Agreement.	<b>Clause Stands as per RFP.</b>

		<p>iii. The limitations set forth in point no. 1 shall not apply with respect to:</p> <p>a) claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.</p> <p>b) damages occasioned by the gross negligence or willful misconduct of Service Provider.</p> <p>c) damages occasioned by Service Provider for breach of confidentiality obligations.</p> <p>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>—Gross Negligence means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.</p> <p>—Willful Misconduct means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall</p>	<p>The Vendor will not be responsible for any of data loss attributed to any reasons of force majeure or for other reasons beyond the control of the Vendor (e.g. Natural calamity, electricity failure, data migration, system failure, virus etc.).</p> <p>The Vendor will not be responsible for any malfunctioning of the system due to virus attacks, malware tampering with the existing software system/data base, hardware/operating system, /database related problems.</p> <p>Notwithstanding anything stated elsewhere in this Agreement, the Vendor shall not be liable for any claims, losses, damages, costs, charges, expenses where the Vendor has acted strictly and properly in accordance with the Banks instructions and the provisions of this Agreement.</p> <p>The Vendor or any of their resources deputed at Banks location would not be unreasonably held responsible in any manner for any theft at Bank's premises. However in case of proven theft, fraud or misappropriation directly attributable to service provider or its representatives, the actual amount of loss will be paid subject to the terms of the Agreement.</p>	
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			not include any error of judgment or mistake made in good faith.		
240	95	Annexure - I	In the event of our selection by the bank for undertaking for Supply, Installation and Maintenance of ATMs on CAPEX Model, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period of 9 (Nine) years effective from the month of execution of Service Level Agreement in favour of UCO Bank.	We request Bank to clarify on the Bank Guarantee period.	<b>Clause Stands as per RFP.</b>
241	104	Annexure VII	We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.	We request Bank to modify this clause to accommodate the word 'material litigation' instead of any cause.	<b>Clause Stands as per RFP.</b>
242	119	Annexure - XVIII	<p>Non-Disclosure Agreement</p> <p>(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.</p> <p>10. Term. This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from</p>	With respect to clause 9 (d), we request Bank that the receiving party should be liable for actual proven loss and for acts directly attributable to the receiving party. Furthermore we request Bank that, with respect to clause 10, the obligation of the party with respect to maintainability of the Confidential Information should be till termination and/or expiration of the Agreement.	<b>Clause Stands as per RFP.</b>

			the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).		
243	145	Annexure - XXX	Preformat For Deed Of Indemnity	We request Bank to consider that the Obligor should be made liable only for actual proven losses and for acts directly attributable to the Obligor. Further, the indemnity should survive till the termination and/or expiration of the Agreement.	<b>Clause Stands as per RFP.</b>
244	70	6. Terms of payment	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.	<p>We would request bank to modify the clause as: 100% 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. If the installation is delayed beyond 30 days due to reasons attributed to Bank, it will be deemed installed and payment against installation will be released. However, the vendor should arrange the engineer for installation as when the site is becoming ready. In such cases the warranty will begin from the date of actual installation</p> <p>Justification: Where installation is delayed due to site not being ready after delivery, payment may be made so that GST input related delay and loss of input credit can be avoided</p>	<b>Clause Stands as per RFP.</b>
245	70	6. Terms of payment	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.	<p>We would request bank to remove as it is covered above</p> <p>Justification: Since 10% performance BG (PBG) given already covers overall penalty of 10% of contract value leviable by bank under "Liquidated Damages", we request the bank to remove this BG requirement</p>	<b>Clause Stands as per RFP.</b>

246	32	1.1.8	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.	We would request bank to modify the clause as: Bank to permit grouting of the ATM with anchor fasteners without digging the floor at all sites.	<b>Clause stands as per RFP.</b>
247	35	1.4.4	On receipt of Bank's approval for parts replacement, repair/replacement has to be carried out and completed within 48 hours	We would request bank to modify the clause as: On receipt of Bank's approval for parts replacement, repair/replacement has to be carried out and completed within 72 hours	<b>Clause stands as per RFP.</b>
248	37	1.4.19	Successful Bidder shall provide FLM, SLM, Preventive Maintenance (once in a quarter) and AMC services	We would request bank to modify the clause as: Successful Bidder shall provide SLM, Preventive Maintenance (once in a quarter) and AMC services	<b>Clause stands as per RFP.</b>
249	37	1.5.2	Vendor to ensure that DVR images and Video are provided within 24 hours from the lodging of the call from vendor/Bank	We would request bank to modify the clause as: Vendor to ensure that DVR images and Video are provided within 48 hours from the lodging of the call from vendor/Bank	<b>Clause stands as per RFP.</b>
250	37	1.5.3	The image/video data stored on hard disk should be periodically taken as backup and handed over to the concerned branch within stipulated timeframe	We would request bank to modify the clause as: The image/video data stored on hard disk should be periodically taken as backup and handed over to the concerned branch within stipulated timeframe. Media (Pen drive /HDD) will be provided by the Bank.	<b>Clause stands as per RFP.</b>
251	38	1.7.1	In future, pursuant to RBI or any other regulatory authority's directives for any development/implementation for any functionality, or due to Industry level changes or as per Bank's requirement, (which may require software/hardware changes), the same should be provided to the Bank without any additional cost.	We would request bank to modify the clause as: In future, pursuant to RBI or any other regulatory authority's directives for any development/implementation for any functionality, or due to Industry level changes or as per Bank's requirement, (which may require software/hardware changes), the same should be provided to the Bank with mutually agreed cost.	<b>Clause stands modified as:</b>  1.7.1 In future, pursuant to RBI or any other regulatory authority" s directives for any development/implementation for any functionality, or due to Industry level changes or as per Bank" s requirement, (which may require software/hardware changes), 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.
252	38	1.7.3	ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, Successful Bidder shall arrange for its compliance/upgradation without any extra cost to the Bank	We would request bank to modify the clause as: ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, Successful Bidder shall arrange for its compliance/upgradation with Mutually Agreed cost	<b>Clause stands modified as:</b>  1.7.3 ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, Successful Bidder shall arrange 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.
253	43	5.15	ATMs deployed shall comply with RBI, IBA, guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, Successful Bidder shall arrange for its compliance/ upgradation without any extra cost to the Bank.	We would request bank to modify the clause as: ATMs deployed shall comply with RBI, IBA, guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, Successful Bidder shall arrange for its compliance/ upgradation with Mutually Agreed cost	<b>Clause stand modified as:</b>  ATMs deployed shall comply with RBI, IBA, guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, Successful Bidder shall arrange for upgradation /upgradation 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.
254	52	12.14	Software for Electronic Journal pulling supplied by Bank /Third Party should be supported and installation and maintenance has to be done by Successful Bidder without any additional cost to the Bank	We would request bank to modify the clause as: Software for Electronic Journal pulling supplied by Bank /Third Party should be supported and installation and maintenance has to be done by Successful Bidder with Mutually Agreed cost to the Bank	<b>Clause stands as per RFP.</b>

255	52	12.17	Successful Bidder should also agree to install any third party software selected by the bank for EJ pulling at no extra cost to the bank as and when required.	We would request bank to modify the clause as: Successful Bidder should also agree to install any third party software selected by the bank for EJ pulling at Mutually Agreed cost as and when required.	<b>Clause stands as per RFP.</b>
256	42	2.7	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.	We would request bank to modify the clause as: 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. OTC Lock management system Vendor is under bank scope.	<b>Clause stands as per RFP.</b>
257	47	7.8	Minimum 500 GB or higher SATA/e-SATA HDD (for OS) Minimum 1 TB or higher SATA/e-SATA HDD(For camera Image) or SSD hard disk with equivalent size.	We would request bank to modify the clause as: "Minimum 500 GB or higher SATA/e-SATA HDD (for OS) Minimum 500 GB or higher SATA/e-SATA HDD(For camera Image) or SSD hard disk with equivalent size."  Justification: The size of the image generated by the camera is less. 500 GB HDD is sufficient to store the images for 6 months (considering 600 transactions per day). The same can be taken for reference from the RFP released by the bank - dated 27-05-2019.	<b>Clause stands as per RFP.</b>
258	41	3.6	S&G 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.	We would request bank to modify the clause as: "S&G / KABA or equivalent/ dual electronic combination lock of 6+6 digits or higher with key, having one- time combination (OTC) and audit trail without any hardware change."  Justification: To avoid single supplier (S&G).	<b>Clause stands as per RFP.</b>
259	40	1.11.1	1.11.1 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	Once the OEM is not the manufacture form EJ-Journal solution, OEM can not be penalized for third part software. OEM can be penalized as a service provider according TAT for SLA Agreement. Please consider this clause as: 1.11.1 Successful bidder will be responsible for loading the Bank's approved software agent for EJ/Image pulling &	<b>Clause stands as per RFP.</b>



			<p>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 representative in warranty &amp; AMC Period, a penalty will be levied as mentioned under penalty &amp; 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 &amp; 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.</p>	<p>Screen Content distribution and must coordinate with EJ/Image &amp; 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+3 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, because the equipment provided by the OEM, for EJ pulling on T+3 basis of receiving intimation from Bank or its representative in warranty &amp; AMC Period, a penalty will be levied as mentioned under SLA clause. However, the bidder will help the Bank representative /vendor handling the EJ software for screen content distribution as &amp; when required. Selected bidder is liable for penalty if he fails to connect the EJ on T+3 basis of receiving intimation from Bank or its representative, according the SLA Terms.</p>	
260	41	1.5	<p>ATM compatible with any regulated power supply (conventional UPS and solar UPS)</p>	<p>All type of UPS support is there, UPS should have SNMP protcal.</p>	<p><b>Clause stands as per RFP.</b></p>

261	45	6.8	CD should have capability to integrate 1D/2D barcode and QR code scanner for future requirements of scanning codes from mobile phones by simply attaching a reader, compliant with Code128, Code39, QRCode standards.	Please clarify, ATM shall have Capability , this means that BAr Code Reder doesn't need be installed) or the ATM Shall have Bar code reader devices installed from first day?	<b>Clause stand modified as:</b>  6.8 CD should have capability for 1D/2D barcode and QR code scanner of scanning codes from mobile phones, compliant with Code128, Code39, QRCode standards. Successful bidder is required to provide for hardware & software for that without any cost to Bank.
262	53	13.1.1	The terminal security solution should be monitored & controlled through centralized server and should work with any standard ATM agent monitoring solution.	As the Tender doesn't mention about the hardware for servers (CD &DR), Is it correct to say that the OEM will install the TSS software solution on existent servers at UCO Primaces?	<b>Clause Clarified as Under:</b>  Separate server need to be provided by successful bidder and maintenance of server is the responsibility of successful bidder.
263	58	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 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	As the Tender doesn't mention about the hardware for servers (CD &DR), I correct to say that the OEM will install the TSS software solution on existent servers at UCO Primaces?	<b>Clause Clarified as Under:</b>  Separate server need to be provided by successful bidder and maintenance of server is the responsibility of successful bidder.

			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.		
264	65	2	New Clause	Please add these below condition in case the UCO Bank is not in condition to install the ATM ordered:. After 15 days, once the equipment is dispatched, in any case of diversion or hold instruction, UCO Bank will consider equipment as delivered & process 80% of payment. The other 20% will be process once the equipment is installed. If any additional cost incurred on delivering of Cash Dispenser Machine on site shall be reimbursed by UCO Bank as on actual Basis.	<b>Clause Stands as per RFP.</b>
265	70	6	New Clause	Please add these below condition in case the UCO Bank (Hold the machines or)is not in condition to install the ATM ordered:. After 15 days, once the equipment is dispatched, in any case of diversion or hold instruction, UCO Bank will consider equipment as delivered & process 80% of payment. The other 20% will be process once the equipment is installed. If any additional cost incurred on delivering of Cash Dispenser Machine on site shall be reimbursed by UCO Bank as on actual Basis.	<b>Clause Stands as per RFP.</b>



## Corrigendum

Pg No	Clause	Existing Clause	New Clause
34	1.3.1	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 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. <b><u>If any loss occurs to the bank due to not following the mentioned items, then Successful Bidder undertakes to pay the amount of loss occurred to bank along with penalty if any levied within 7 days of incident happened or bill raised by bank whichever is earlier.</u></b>	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 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.
34	1.2.1	The ATMs have to be interfaced with Bank's Electronics Financial Transaction Switch. Successful Bidder has to submit the Switch certificate indicating the successful integration of the proposed Model of ATMs with ITM Euronet switch without any cost to the Bank. The switching interface may be changed as per requirement of the Bank and same will be intimated to Successful Bidder in advance.	The ATMs have to be interfaced with Bank's Electronics Financial Transaction Switch. Successful Bidder has to submit <b>the Switch certificate/Other Bank Certificate</b> (for same model) indicating the successful integration of the proposed Model of ATMs with ITM Euronet switch without any cost to the Bank. The switching interface may be changed as per requirement of the Bank and same will be intimated to Successful Bidder in advance.
40	1.11.2	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.	Successful Bidder will be required to enter into tripartite agreement with Bank and MSP (Multi Service Provider) vendor (if any, required in future) for smooth ATM operation and EJ, Image pulling and screen content distribution services to avoid / pay any penalty. The tripartite agreement shall be mutually agreed by the parties.
41	1.11.3	Successful Bidder will provide Engineer certificate regarding fate of any disputed transaction if required by Bank on T+1 basis	Successful Bidder will provide Engineer certificate regarding fate of any disputed transaction if required by Bank on <b>T+2</b> basis

		without any cost to Bank. If Engineer Certificate is not provided by Successful Bidder within the timeframe, any loss suffered by the Bank will be recovered from Successful Bidder.	without any cost to Bank. If Engineer Certificate is not provided by Successful Bidder within the timeframe, any loss suffered by the Bank will be recovered from Successful Bidder. <b>T denotes Date of intimation/call lodge.</b>
44	5.17	The dispenser should have the mechanism to take back the currency and transport it to the divert cassette if the customer does not collect it but be disabled as per the RBI direction.	Cash dispense should support cash retraction as per guidelines of RBI.
53	13.1.6	The solution shall be able to set BIOS and Windows Password Centrally.	The solution shall be able to set Windows/ Linux Password Centrally. BIOS should be enabled in the Machine.
53	13.1.9	The solution should support -Set SMS and E-mail alerts for significant / critical events.	The solution should provide SMS/E-Mail alerts for significant / critical events/changes.
58	14.1	Only permitted applications to be run in the Machines using Sandboxing concept.	Only permitted applications to be run in the Machines using Sandboxing/equivalent concept.
42	3.8	The ATMs must have alarm system with 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 alarms can be connected to a hooter or LED indicators, kept away from the ATMs without any cost to the bank.	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.
45	6.7	ATM must also have biometric authentication capability with finger –print reader as per Aadhaar specifications. The ATM should support Bio-metric functions and integrated with the Bank's Biometric solution and UIDAI certified solution (Aadhaar) without any additional cost to the Bank.	ATM should have capability to integrate biometric authentication with finger –print reader as per Aadhaar specifications. The ATM should support Bio-metric functions and integrated with the Bank's Biometric solution and UIDAI certified solution (Aadhaar) without any additional cost to the Bank. Finger print reader will be procured by Bank as and when required at mutually agreed cost.
45	6.8	CD should have capability to integrate 1D/2D barcode and QR code scanner for future requirements of scanning codes from mobile phones by simply attaching a reader, compliant with Code128, Code39, QRCode standards.	CD should have capability for 1D/2D barcode and QR code scanner of scanning codes from mobile phones, compliant with Code128, Code39, QRCode standards. Successful bidder is required to provide for hardware & software for that without any cost to Bank.

51	11	Minimum 40 column thermal /Dot Matrix Printer to print audit trail as per Bank" s requirement. If journal printer runs out of paper or gets jammed or becomes non-functional, ATM should not function.	Minimum 40 column thermal /Dot Matrix Printer to print audit trail as per Bank" s requirement. If journal printer runs out of paper or gets jammed or becomes non-functional, ATM should not function. If journal printer is not provided by bidder then machine should have the capability to install journal printer in future.																								
72	8. Uptime	<table><tr><th>Centers</th><th>Percentage guaranteed quarterly uptime</th><th>Penalty for every one percent or part thereof decrease in guaranteed quarterly uptime for each ATMs/equipme nt (in INR)</th></tr><tr><td>Metro &amp; State Capital Centers</td><td>98%</td><td>5,000.00</td></tr><tr><td>Urban Centers (Other than Metro &amp; State Capital Centers)</td><td>97%</td><td>5,000.00</td></tr><tr><td>Semi urban &amp; Rural Centers</td><td>96%</td><td>5,000.00</td></tr></table>	Centers	Percentage guaranteed quarterly uptime	Penalty for every one percent or part thereof decrease in guaranteed quarterly uptime for each ATMs/equipme nt (in INR)	Metro & State Capital Centers	98%	5,000.00	Urban Centers (Other than Metro & State Capital Centers)	97%	5,000.00	Semi urban & Rural Centers	96%	5,000.00	<table><tr><th>Centers</th><th>Percentage guaranteed quarterly uptime</th><th>Penalty for every one percent or part thereof decrease in guaranteed quarterly uptime for each ATMs/equipme nt (in INR)</th></tr><tr><td>Metro &amp; State Capital Centers</td><td>98%</td><td>3,000.00</td></tr><tr><td>Urban Centers (Other than Metro &amp; State Capital Centers)</td><td>97%</td><td>3,000.00</td></tr><tr><td>Semi urban &amp; Rural Centers</td><td>96%</td><td>3,000.00</td></tr></table> <p>Successful Bidder is required to support Managed Service Provider agent installations (if any) and will have to enter into SLA for end user uptime guarantee of minimum 98% in Metro &amp; State Capital Centres, 97% in urban centres &amp; 96% in Semi-Urban &amp; Rural centres (calculated in quarterly basis) for each machine for minimum 7 years (two years warranty &amp; 3 years AMC+ 2 Years AMC Extension). Successful Bidder shall also provide remote support to the MSP (Multi Service Provider) or Bank for maintaining required upward uptime."</p>	Centers	Percentage guaranteed quarterly uptime	Penalty for every one percent or part thereof decrease in guaranteed quarterly uptime for each ATMs/equipme nt (in INR)	Metro & State Capital Centers	98%	3,000.00	Urban Centers (Other than Metro & State Capital Centers)	97%	3,000.00	Semi urban & Rural Centers	96%	3,000.00
Centers	Percentage guaranteed quarterly uptime	Penalty for every one percent or part thereof decrease in guaranteed quarterly uptime for each ATMs/equipme nt (in INR)																									
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72	Uptime	Penalty for every one percent or part thereof decrease in guaranteed quarterly uptime for each ATMs/equipment (in INR) - 5000 INR.	Penalty for every one percent or part thereof decrease in guaranteed quarterly uptime for each ATMs/equipment (in INR) - 3000 INR.
69	b	Accepting certificate by concerned branch regarding delivery of DVSS images for the quarter as per Annexure-XXIII of RFP.	Clause stands deleted.
37	1.5.2	Vendor to ensure that DVR images and Video are provided within 24 hours from the lodging of the call from vendor/Bank.	Vendor to ensure that DVR images and Video are provided within 48 hours from the lodging of the call from vendor/Bank
39	1.7.5	Successful Bidder has to provide required hardware to implement RBI control measures/Security solution at the rate quoted in commercial bid.	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.
39	1.8.2	Successful Bidder is required to support Managed Service Provider agent installations (if any) and will have to enter into SLA for end user uptime guarantee of minimum 97% (calculated in quarterly basis) for each machine for minimum 7 years (two years warranty & 3 years AMC+ 2 Years AMC Extension). Successful Bidder shall also provide remote support to the MSP or Bank for maintaining 97% upward uptime.	Successful Bidder is required to support Managed Service Provider agent installations (if any) and will have to enter into SLA for end user uptime guarantee of minimum 98% in Metro & State Capital Centres, 97% in urban centres & 96% in Semi-Urban & Rural centres (calculated in quarterly basis) for each machine for minimum 7 years (two years warranty & 3 years AMC+ 2 Years AMC Extension). Successful Bidder shall also provide remote support to the MSP or Bank for maintaining required upward uptime.
74		<p>SPARE PART REPLACEMENT</p> <p>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.250/- 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.</p>	<p>SPARE PART REPLACEMENT</p> <p>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.100/- per incident per day. 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 /</p>



		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.	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.
32	1.1.10	Successful Bidder will deliver along with the ATM, 5 rolls of receipt paper of 400 meters each & 5 rolls JP Paper of 200 meters for each ATM.	Successful Bidder will deliver along with the ATM, 5 rolls of receipt paper of 400 meters each & 5 rolls JP Paper(if required) of 200 meters for each ATM.
38	1.7.1	In future, pursuant to RBI or any other regulatory authority" s directives for any development/implementation for any functionality, or due to Industry level changes or as per Bank" s requirement, (which may require software/hardware changes), the same should be provided to the Bank without any additional cost.	In future, pursuant to RBI or any other regulatory authority" s directives for any development/ implementation for any functionality, or due to Industry level changes or as per Bank" s requirement, (which may require software/hardware changes), 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.
38	1.7.3	ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, Successful Bidder shall arrange for its compliance/ upgradation without any extra cost to the Bank.	ATM deployed shall comply with RBI, IBA, EMV, NPCI/PCI/ NFS 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."

48	8.4	Touch Screen (with support for visually handicapped through 8 Function Keys). Touch Screen should be of sturdy make. In the event of a fault in Touch Screen arising through normal wear and tear, Vendor shall replace the same at no extra cost to the Bank.	Touch Screen with/without 8 key FDK. Touch Screen should be of sturdy make. Apart from vandalism, in the event of a fault in Touch Screen, Vendor shall replace the same at no extra cost to the Bank.
48	8.5	8 Function Keys (FDK) with Braille embossing	Clause Stands deleted.
73	EJ Pulling Services And EJ Reconciliation	EJ PULLING SERVICES AND EJ 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. 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 PULLING SERVICES AND EJ 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 500/- 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.
39	1.7.5	Successful Bidder has to provide required hardware to implement RBI control measures/Security solution at the rate quoted in commercial bid.	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.
43	5.15	ATMs deployed shall comply with RBI, IBA, guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, Successful Bidder shall arrange for its compliance/ upgradation without any extra cost to the Bank.	ATMs deployed shall comply with RBI, IBA, guidelines as on the Effective date of the agreement. If any new guidelines are issued by these organizations, Successful Bidder shall arrange for upgradation/upgradation 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.

**COMMERCIAL BID****Table-A****(Amount in ₹)**

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 2 year warranty) as per the technical & functional specifications given in the RFP.				
2	Cost of 4 additional Cassette				
3	Cost of Hardware to implement RBI control measures/Security solution				
4	AMC for Front Loading ATM for 3rd year				
5	AMC for Front Loading ATM for 4th year				
6	AMC for Front Loading ATM for 5th year				
7	<b>Sub Total (Sum of Sl. No. 1,2,3,4,5,6)</b>				
8	<b>Total Cost of 300 ATM (Sl. No. 7 * 300)</b>				

**Table-B**

Sl. No	Description	
1	<b>Buy Back Cost For Unit ATM (To be Less)</b>	
2	<b>Total Cost Buyback for 200 ATMs (Sr. No. 1 *200)</b>	

**Table-C**

Sl. No	Description	
1	<b>TOTAL COST OF OWNERSHIP (A-B) (in Figures)</b>	
2	<b>TOTAL COST OF OWNERSHIP (A-B) (in Words)</b>	

**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 our company. 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.

- ii. In case of any discrepancy between figures & words, the amount in words shall prevail.
- iii. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- iv. 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.
- v. Lowest Bidder (L1) will be determined on **Total Cost of Ownership, i.e. TCO**.
- vi. 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.
- vii. 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.
- viii. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- ix. 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.
- x. Vendor has to provide required hardware to implement RBI control measures/Security solution at the rate quoted in commercial bid.
- xi. Hardware to implement RBI control measures/Security solution has to be mandatorily placed at location as decided by the Bank.

We hereby agree to abide by all the terms and conditions mentioned in the Bank's RFP dated 10.08.2020 and subsequent pre-bid and amendments.

**Company Seal**

**Authorized Signatory**

**Date**

**Name & Designation:**

## **RFP PART-I**

### **34. PREFERENCE TO MAKE IN INDIA:**

The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India, "Public Procurement (Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BEI) dated 04.06.2020 will be applicable for this tender.

**Purchase Preference:** In procurement of all goods, services or works in respect of which Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only "Class-I Local Supplier", as defined under the order, shall be eligible to bid irrespective of purchase value.

In procurements of goods or works which are divisible in nature, the "Class-I Local Supplier" shall get purchase preference over "Class-II Local Supplier" as well as "Non-Local Supplier", as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- If L1 bid is not a 'Class-I local supplier', 50% of the order quantity in toto shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price for remaining quantity and so on , and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers then such balance quantity may also be ordered on the L1 bidder.

In procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get Purchase Preference over 'Class-II Local Supplier' as well as 'Non Local Supplier' as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class – I Local Supplier ', the contract will be awarded to L1.
- If L1 is not 'Class –I Local Supplier, the lowest bidder among the 'Class-I Local Supplier ', will be invited to match the L1 price subject to Class –I local suppliers quoted price falling with in the margin of purchase preference and the contract shall be awarded to such 'Class -I Local Supplier' subject to matching the L1 price.

- In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of Purchase Preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case of none of the 'Class-I Local Supplier' within the margin of Purchase Preference matches the L1 price, the contract may be awarded to the L1 bidder.
- "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

#### **34.1 For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):**

- "Local content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- **"Class-I Local supplier"** means a supplier or service provider whose product or service offered for procurement has local content equal to or more than 50%.
- **"Class-II local supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- **"Non-Local Supplier"** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- **"Margin of purchase preference"** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

#### **34.2 Verification of Local Content:**

- a. The 'Class-I 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.
- 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 accountant (in respect of suppliers other than companies) giving the percentage of local content.

The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure-X** 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

The Bank shall follow all the guidelines/notifications for public procurement.

### **35. Restriction on Procurement Due to National Security**

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate to be attached with the Bid. Certificate as per the Annexure to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

iv. The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation:**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  1. In case of a partnership firm, the beneficial owner is the natural person(s) · who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.



**Certificate of Local Content**

(Certificate from the statutory auditor or cost auditor of 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, on their letter head with Registration Number with seal.)

To,

Deputy General Manager  
DIT, BPR & BTD  
UCO Bank, Head Office  
5th Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064

Dear Sir,

**RFP REF No. DIT/BPR & BTD/OA/1058/2020-21 DATE: 10/08/2020**

1. This is to certify that proposed \_\_\_\_\_ <product details> is having the local content of \_\_\_\_\_ % as defined in the above-mentioned RFP.
2. The details of location(s) at which the local value addition is made are as under:

Sl. No.	Product Details	Name of Place
1		
2		

3. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated June04, 2020.

Counter Signed:  
Bidder     OEM

Signature of Statutory  
Auditor / Cost Auditor  
  
Registration No.  
  
Seal:

**Restriction on Procurement due to National Security**

**This Certificate should be submitted on the letterhead of the bidder as well as the OEM/ Manufacturer duly signed by an authorized signatory**

**To,**

Deputy General Manager  
DIT, BPR & BTD  
UCO Bank, Head Office  
5th Floor, 3&4, DD Block, Sector-I  
Salt Lake, Kolkata -700064

Dear Sir,

**RFP ref No. - DIT/ BPR & BTD/OA/1058/2020-21 DATE: 10/08/2020**

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."
2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

Authorised Signatory,

Name:

Designation:

Vendors Corporate Name:

Address:

Email:

Contact No.