



Department of Information Technology

Request for Proposal (RFP) for Procurement of 200 ATMs on OPEX model

RFP Ref. No DIT/BPR & BTD/OA/1288/2020-21 Date-23/11/2020

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

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Query Sought/Suggestions of the Bidder	Bank's Response
1	11	Part I Point no 3 Eligibility Criteria: point no.7	Part I Point no 3 Eligibility Criteria: point no.7 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	The bidder submitting the offer should have positive net worth_for each of the last three financial years i.e., 2016-17, 2017-18 & 2018-19	Clause stands as per RFP
2	52	2.8 Caretaker Service	Caretakers Service is mandatory. The charges for caretaker services shall be borne by the selected bidder	Request Bank to pay for caretaker on actuals beyond per transaction	Clause stand as per RFP

3	90	3. Implementation Schedule	a) Site selection will be done by successful bidder and Bank in between 70:30 ratios. 70% sites will be identified by successful bidder across the country with a quasi-equal distribution covering all 42 Zonal offices and 30% site will be identified by Bank. Successful bidder needs to install the machine at identified site in prescribed timeline.	This being transaction model, transaction happening is of utmost importance. Request Bank to allow bidder to implement 100% of sites as per his identification	Clause stand as per RFP
4	90	4. Contract Period	The tenure of the Contract will be for a period of 36 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.	Request Bank to increase tenure of contract to 84 months as vendor requires time to amortize and break even assets	Modified Clause to be read as: The tenure of the Contract will be for a period of 60 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. The existing contract may be extended for another 24 months subjected to satisfactory services.

5	186	Annexure – XXI		Request Bank to consider fixed billing per site. If same is not possible then request Bank to give Minimum guarantee of 150 Transactions per day.1	Clause stand as per RFP
6	186	Annexure – XXI		Request Bank to remove discount slab and add incentive slabs for achieving X amount of transactions	Clause stand as per RFP
7	11	Eligibility criteria point 3 , page 11	Eligibility Criteria-Bidder should have experience of minimum 2 years in providing services under outsourced model/Transaction Cost Model	We request to kindly consider the experience of Deployment in CAPEX model also in lieu of Transaction model as the ATM specification, Functionality, Utility , Warranty,AMC process and deployment timelines remains same, only the Financial Model changes.	Clause stand as per RFP
8	11	Eligibility criteria point 3 , page 11	Bidder should have its owned Managed Service Centre operational in India and must be managed services of ATMs including but not limited to 24 X 7 monitoring, call escalation, FLM, SLM, replacing consumables, EJ pulling, EJ Management etc. for at least 300	We request to kindly consider the experience of owned Remote Monitoring System in lieu of owned manages Services. Ej services will be provided.	Clause stand as per RFP
9	59	point 3.8.page 59	Alarm sensors for Chest Door Status, Duress Status, temperature status, vibration status and burglary alarm	We request for the Alarms Sensors to be only Chest Door Sensor which will send message to Switch. The Vibration and Temperature Sensors has to be compatible with Alarm Interface Kit and hence it is recommended to have sensors which	Modified Clause to be read as: "The ATMs must have sensors capable to monitor the following: Chest Door Status, Duress Status, Temperature status,

				come along with the Alarm Interface Panel. Only chest door sensors are standard with machine. Earlier Vibration and Temperature Sensors used to come from ATM Vendors, but has experienced that these have a challenge to integrate to the Alarm Interface panel sourced from Indian Market. Instead we suggest for Vibration and Temp Sensors to be taken as part of the Alarm Interface Panel, as and when Bank decides to install Alarm Panels	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."
10	162	point 7.4	Selected bidder has to upgrade the OS version in future as and when it is available without additional cost to Bank during the contract period	OS upgrade comes at a cost from Microsoft and the ends of life of these are beyond ATM OEMs control. Request for any such upgrade to be done at mutually agreed cost	Clause stand as per RFP
11	182	point 21.1	It should support 3 languages including regional language. Bidder has to provide & maintain the required software at no additional cost to Bank. Audio/WAV files for voice guidance functionality to be provided by the selected bidder	Request Bank to provide Wav files Switch support required on the functionality enablement	Clause stand as per RFP
12	53	point B	Card Less Transaction	Please note that CD is capable of for being used for this function depending on "Switch Functionality" , so request to change it to 'Capable of card Less Transaction'	Clause stand as per RFP

13	9	Bid Control Sheet	07/12/2020 at 12.30 A.M. at Head Office-2 Department of Information Technology 5th Floor, "Conference Room", 3 & 4 DD Block, Sector -1, Salt Lake, Kolkata-700 064	Considering the Covid situation, we request Bank to conduct online Pre-bid meeting	Pre bid meeting will be conducted on line.
14	9	Bid Control Sheet	Tender box placed at: UCO BANK, Head Office-2, Department of Information Technology, 5th Floor, 3 & 4, DD Block, Sector – 1, Salt Lake, Kolkata-700 064.	Considering the Covid Situation, can we option to submit on Technical & commercial Bid online	Clause stands as per RFP
15	11	3	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.	Bank has requested for last 3 years financial, can we submit 2017-18, 2018-19 & 2019-20. Our Financial are audited for 2019-20 & believe almost all the companies would have audited 2019-20 financials	Clause stands as per RFP
16	14	4(e)-i	To sign the contract in the form and manner to the satisfaction of UCO BANK.(Earnest Money Deposit)	The Contract has to be in the form and manner mutually discussed and agreed between the Parties.	Clause stands as per RFP
17	17	13	Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections	Exclusion to Bank's Liability for negligence, omission, and default, lack of care or misrepresentation on the part of Bank is not acceptable. Hence the revised clause is proposed.	Clause stands as per RFP

			contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers. (Disclaimer)		
18	27	34 (b)	The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.	Trust the modification shall be done before the bid submission. As any later modification will result in revised commercial.	Any addendum/corrigendum related to subject RFP before bid submission will be uploaded on the Bank's official website in Tender section.
19	30	3	The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its	Request Bank to provide clarity on Normalisation process	The said process related to conditional bid submitted by the bidder. If required, Bank may ask the prospective bidders to resubmit the technical and commercial bid till the Bank is satisfied. It is the process to normalise the bids to the extent possible to ensure that eligible bidders are more or less on

			discretion ask all the eligible bidders to re-submit the technical and commercial bids once again for scrutiny		the same technical ground.
20	31	2.1 (e)	Security Guard wherever required as per RBI/GOI/State Government guidelines, need to be provided by successful bidder without any additional cost to the Bank.	It has to be either guards or no guards. Bidder can deploy basis their internal assessment and risk mitigation	Clause stands as per RFP
21	35	2.5	The successful bidder must locate senior personnel at the identified centres of the Bank	How many centres and resources to be deployed is required as commercials are involved?	Senior personnel to be deputed at Kolkata.
22	38	2.5.8 (iii)	Vendor shall install a dedicated telephone number with multiple lines to support the load of incoming calls without rejection and receive all service requests via that number.	Need clarity on this point, as we have central service center.	Clause is self-explanatory
23	39	2.5.8 - vi	The web-based application with reporting tool shall be made available to the Bank for monitoring performance of the ATM network.	Need more clarity on the reporting tool	It is to be clarified that Bank will monitor the ATM network. Monitoring tool is required for said purpose.

24	39	2.5.9.2 (e)	<p>The backhaul link each between networks service provider's Hub/NOC, to Bank's Data Centre and Disaster Recovery Centre shall be configured with end to end IP Sec, 3DES. Managed Services Centre of Bidder shall also be connected to Bank's Data Centre and Disaster Recovery Centre for monitoring purpose. However, the end to end IPSec 3DES need to be ensured</p>	<p>That Bank required IPSEC on backhaul link (link between VSAT service provider HUB to Bank DC and DR) with 3DES algorithm. Please confirm</p>	<p>Bank requires IPSEC on backhaul links (link between vendor's primary & backup network sites to Bank DC and DR) with 3DES / AES encryption.</p>
25	39	2.5.9.2 (f)	<p>A backup link of 2 mbps or higher to the primary backhaul links from a different service provider with end-to-end IP Sec/3DES or any higher version shall also be provided by the Bidder. The Backhaul infrastructure for the Bank can be shared for various clusters (if tenders won by the same bidder for different clusters). However, the backhaul infrastructure will not be shared amongst Banks. Each Bank will be provided with dedicated backhaul infrastructure.</p>	<p>Need more clarity and How much bandwidth is needed for each of the ATM machine?</p>	<p>Minimum 2Mbps link is required. However for better performance, bandwidth may be upgraded.</p>

26	39	2.5.9.2 (j)	<p>The Network shall adhere to the following security aspects:</p> <p>i) Strong Authentication</p> <p>ii) IPSec tunnel for the traffic from ATM to Bank's Data Centre and Disaster Recovery Centre, as advised by the Bank to ensure data confidentiality.</p> <p>iii) Segregation of proposed network from other customers. If total physical segregation is not feasible, network level access controls including firewalls and router based access control shall be implemented to ensure that there is adequate logical separation between the different systems/networks at the Hub/NOC.</p>	<p>Please confirm the IPSEC algorithm to use 3DES/AES, CBC/GCM ?</p> <p>As per this point Bank is asking end to end tunnel at the same time with reference to point no "e" Bank is asking IPSEC tunnel on backhaul network. Please note technically VSAT provider can provide tunnel only on backhaul link or end to end tunnel originating from VSAT modem to Router / concentrator at Bank DC and DR Configuring two tunnel is not possible.</p>	<p>Bank requires IPSEC on backhaul links (link between vendor's primary & backup network sites to Bank DC and DR) with 3DES / AES encryption.</p>
27	40	2.5.10	MIS Reports	By when should the report needs to be submitted, T+1/T+2? Need clarity.	On real time basis or as and when required.
28	42	2.6	<p>The ATMs deployed shall be compatible with the EJ pulling software agents such as Tranxit/SDMS/Radia/Infobase etc. and /or with any other EJ pulling agent that may be deployed from time to time. Agent installation on ATMs as may be required from time to time will be the responsibility of the Vendor and will be done free of cost, i.e., without any cost to the Bank.</p>	Will bidder have to provide EJ Pulling solution or Bank's vendor will pull the EJ	EJ pulling will be done by successful bidder.

29	42	2.7.1.1	ATM Loss" means a single occurrence of the loss of valuables in excess of Rs. 2000/- (Rupees two thousand only) from the single ATM. The amount of an ATM Loss is the face value of the Currency, plus the reasonable cost of reconstructing the negotiable instruments or other items of value including but not limited to re-issuance and stop payment fees, stolen, lost or destroyed as a result of the occurrence	Need clarity On ATM LOSS	Clause is self-explanatory
30	43	2.7.2.1	Bidder shall obtain prior approval of the Bank before appointing any agency as CMA. Copies of the agreements entered into by the Service Provider with their CMA agencies shall be made available with the Bank.	Can both CRA and MSP share a confirmation that they have entered in to an agreement valid for this period than sharing agreement copies.	Clause is self-explanatory
31	43	2.7.2.3 (3)	The Bidder shall send ATM-wise cash indent 24 (twenty four) hours in advance by e-mail and / or fax to the cash link branch with copy to the local /regional /zonal office of the Bank under whose purview the Link Branch falls for the purpose of facilitating the Bank to keep the cash ready.	If link branch fails to arrange cash on the particular day, will they honour the same indent for next day or we need to send the indent for the next day as 24 hours is to be maintained for advance indent. Practical challenges on one day prior indent to be closed or this can be a Tentative indent before 24hours and original indent can be sent on same day	New revised indent will be required.
32	44	2.7.2.3 (6)	As per RBI guideline, Cassette swapping is mandatory in every ATM.	Can Bank provide the space for this	It is to be clarified that Bank will provide space to

			Whenever, Bank will implement Cassette Swapping process every ATMs should have four extra cassettes. These Cassettes will be in custody of cash linked branch. When Cash will be provided by the Bank, the CMA will load the cassette under camera surveillance. These cassettes will be locked in presence of Branch official and CMA person.	activity	Carry out cassette swapping process.
33	44	2.7.2.3 - 6	As per RBI guideline, Cassette swapping is mandatory in every ATM. Whenever, Bank will implement Cassette Swapping process every ATMs should have four extra cassettes. These Cassettes will be in custody of cash linked branch. When Cash will be provided by the Bank, the CMA will load the cassette under camera surveillance. These cassettes will be locked in presence of Branch official and CMA person.	Since Cassette Swap method is yet to be implemented, CRA are not yet sure on the process to be followed. CRA may take around 6-9 months for readiness to this solution. Request Bank to keep cassette swap process out of the scope & later include whenever introduced at additional cost (mutually agreed),	Clause stands as per RFP.
34	46	2.7.2.4	Bank reserves the right to conduct surprise inspection of the cash in ATM vault of vendor/ CMA. CMA shall allow the Bank/RBI to conduct vault audits. Audits shall be conducted by Bank at its own cost during normal business hours. Bank representatives shall carry a letter authorizing them to conduct such audits along with their identity	Bank to provide intimation to the MSP with details of the members to acknowledge any questions raised by CMA during the surprise audits.	Clause is self-explanatory

			cards, any Bank official without the said authority letter and identity cards shall not be allowed by CMA to conduct audits.		
35	47	2.7.2.3 - 31	In case counterfeit currency is dispensed from ATM, the responsibility will be of the Bidder and penalty of RS. 10000/- per instance would be levied.	Penalty amount is too high, request Bank to revise the amount to 500 per instance	Clause stands as per RFP.
36	52	2.7.10. - a	The Bidder shall ensure that all regulatory requirements issued by GOI/RBI are adhered to at the time of installation and networking of ATMs. Any future guideline issued by GOI/RBI is also need to be complied without any cost to Bank.	We shall ensure that all current regulatory requirements issued by GOI/RBI are adhered. However, any future guideline issued by GOI/RBI should be implemented at mutually agreed cost. It is highly challenging to factor any future upgrade cost without having any clue.	Clause stand as per RFP
37	52	2.8	Caretakers Service is mandatory. The charges for caretaker services shall be borne by the selected bidder	Bank is implementing E-surveillance Solution at all the sites, Still there will be requirement for Caretaker services for all the sites? Further, we request Bank to consider the following points before taking the decision on caretaker 1) Request Bank to consider if any new regulatory is announced leading to a substantial increase in cost 2) Request the Bank to quantify the requirement in advance as the cost of Caretaker services would be a substantial portion to be incurred by	Clause stand as per RFP

				the vendor hence the same would be needed for pricing the commercials. If not provided, the vendor will assume for 100% of the estate and unnecessarily increase the price of the Bid.	
38	56	2.14.4 (iv)	Circular no. RBI/2017-18/152 (DCM (Plg) No.3563/10.25.07/2017-18) dated 06- 04- 2018 on Cash Management activities of the Banks - standards for engaging the service provider and its sub-contractor.	CRAs at large are not in compliance to this guidelines hence we request Bank to approve implementation of MHA guidelines as and when the infrastructure is ready	Clause stand as per RFP
39	75	20.8	DVR image backup shall online for 180 days in the machine and thereafter image backup to handed over to link branch preferably in DVD/Pen drive/ External Hard disk at the time of preventive maintenance. The media for backup to be provided by the branch.	Need more clarity on this point. Page No 80 under E-Surveillance system talks about 90 days.	Backup of 180 days is required.
40	83		Remote assistance (RA)/Beat Marshall/Patrolling services to be made available on request. This service includes site visit and audit of assets by a remote attendant for a specific duration.	Who will bear the cost, Bidder or Bank? Need clarity	Clause is self-explanatory
41	90	1 - ii (f)	If selected bidder wish to change any of the partners as part of this consortium, Bank will levy a penalty of 10% for that component for the	The RFP is for deployment of ATMs on complete outsource model, so bidder should have the right to select the suitable vendors, change the	Clause stands as per RFP

			change. The selected bidder has to quote only partner for each component and multiple partner names quoted for a certain component or service will not be accepted by the Bank.	vendors etc. as best suited for ensuring the smooth operation of machines. So any change in vendor should not be penalised	
42	90	3 (a)	Site selection will be done by successful bidder and Bank in between 70:30 ratios. 70% sites will be identified by successful bidder across the country with a quasi-equal distribution covering all 42 zonal offices and 30% site will be identified by Bank. Successful bidder needs to install the machine at identified site in prescribed timeline	Need clarity on 30% role from Bank end.	Out of 200, 30% location will be identified by the Bank and bidder needs to install machine at those identified location.
43	91	4	The tenure of the Contract will be for a period of 36 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 completion of initial period of 36 months, the contract may be extended/ renewed for further 24 months on existing terms and condition as per Bank's discretion.	The tenure of the Contract will be for a period of 36 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 therefore. However, after completion of initial period of 36 months, the contract may be extended/ renewed for further 24 months on existing terms and condition as per Bank's discretion.	Modified Clause to be read as: The tenure of the Contract will be for a period of 60 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

				The bidder shall be allowed to propose commercial revision for the renewal period and the same shall be mutually discussed and agreed between the Parties.	compensation therefor. The existing contract may be extended for another 24 months subjected to satisfactory services.
44	92	4	The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.	appropriately, that the SLA Agreement is shared by the Bank and the same shall be reviewed by the Bidder and mutually discussed and agreed between the Parties. The SLA format has to be mutually discussed and agreed between the Parties	Clause stand as per RFP
45	90-91	4	The tenure of the Contract will be for a period of 36 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 completion of initial period of 36 months, the contract may be extended/ renewed for further 24 months on existing terms and condition as per Bank's discretion.	Since there is huge investment to make the sites, TIS, ATMs, VSAT etc. we request Bank to increase the contract period to minimum 7 years. The cost of transaction shall be huge if the contract period is considered at 3 years. We request Bank to modify the clause as initial contract period of 36 months & can be extended/ renewed for further 24 months on existing terms and condition as per Bank's discretion. Request to compute uptime at a portfolio level	Modified Clause to be read as: The tenure of the Contract will be for a period of 60 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. The existing contract may be extended for another 24 months subjected to

					satisfactory services.
46	94	8	For failure to ensure minimum availability (post applicable exclusions for Downtime) per ATM calculated on monthly basis, the Centre-wise penalty will be levied as under	Since it is complete outsourced Model, all the initial investment will be done by the vendor. The volume of investment for such project are huge & return on investment will be spread across number of years. So imposing such an high penalty will put further constrain on Vendor/ costing. We request Bank to revise the aggregate Penalty payable per ATM shall not exceed 5% of the monthly Fees for the said ATM	Clause stand as per RFP
47	95	8.2 (a)	Vendor shall be charged penalty for cash outs in any ATM due to his lapse, at the rate of Rs. 1,000/- per instance, per day.	Request to drop this clause this is already covered in uptime penalty	Clause stand as per RFP
48	96	10	AUDIT	Need clarity on Audit period, Monthly/Quarterly/Half Yearly	Clause stand as per RFP
49	96	10 (i)	Bank at its discretion shall audit cash in ATMs, the software, Hardware IT infrastructure and services delivered by the successful bidder by its internal/external auditors. successful bidder is required to facilitate the same at no additional 50cost.	Bank at its discretion shall audit cash in ATMs, the software, Hardware IT infrastructure and services delivered by the successful bidder under the SLA by providing 7 days prior written notice, by its internal/external auditors. successful bidder is required to facilitate the same and any cost in relation to the Audit shall borne by	Clause stand as per RFP

				the Bank.	
50	98	14	The selected Bidder shall, within a period of fifteen (15) days from the date of Letter of Intent (LOI)/ Purchase Order (PO) have to furnish a Performance Bank Guarantee, format as per Annexure – V issued by any scheduled commercial Bank (other than UCO Bank) for Rs. 20,00,000.00 (Rupees Twenty lac only) valid for a period of 39 months (36 months + a claim period of three (3) months) from the date of Letter of Intent (LOI)/Purchase Order (PO) for indemnifying any loss to the Bank.	As per the new GOI circular, PBG amount should be 3% of contract value. So request Bank to retain the same terms	Clause stands as per RFP
51	101	21	To treat all Information as Confidential Information.	Appropriate revision to be done by the Bank. Reason Not Acceptable. Exclusions to Confidential Information to be included similar to the exclusions included in the NDA	Clause stands as per RFP
52	104	26	The Bank reserves its right to cancel the Order/ Service Level Agreement by giving a written notice of ninety (90) days which will be inclusive of a cure period of thirty (30) days before cancellation of the Order/Service Level Agreement, in event of one or more of the following situations, that have not occurred due to reasons solely and directly attributable to the	Since it is complete outsourced Model & return on investment will be spread across number of years, cancellation on contract with 90 days' notice will be too aggressive. Request Bank to give cure/rectification of issues period of 60 days & if no resolution is provided by the vendor, Bank has the right to cancel the order/ terminate the	Clause stand as per RFP

			Bank alone	contract with 90 day' notice period	
53	104	26	The Bank reserves its right to cancel the Order/ Service Level Agreement by giving a written notice of ninety (90) days which will be inclusive of a cure period of thirty (30) days before cancellation of the Order/Service Level Agreement, in event of one or more of the following situations, that have not occurred due to reasons solely and directly attributable to the Bank alone:	Can Bank provide 60 days cure period separately.	Clause stand as per RFP
54	106	27	It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation.	To be deleted Reason of Not accepting Restriction to settle / compromise or make any statement to avoid any loss, reputation loss or damages to the selected bidder should not be restricted. Hence the aforesaid line has to be deleted	Clause stands as per RFP
55	107	27	NEW CLAUSE TO BE INCLUDED	The Bank shall indemnify, protect and hold harmless the vendor and its personnel against any claims, losses or damages resulting from any breach of provision of this Agreement.	Additional clause will not be considered.
56	109	32	The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in	Need clarity on re-negotiation of pricing.	Clause stands as per RFP

			case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.		
57	109	32	The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Selected Bidder's offer does not match such lower price. Notwithstanding the foregoing, the Selected Bidder shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.	Need more clarity on this point	Clause stands deleted
58	113	37	The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.	Need Clarity on the provisions, which will be applicable, post termination of the Contract? To be limited to the detailed provisions applicable after termination Bank to propose the revised clause with detailed provisions that will survive the termination of the Contract/SLA.	Clause is self explanatory
59	113	38	The selected bidder(s) shall be required to enter into a service level agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may	The additional period has to be mutually agreed for the Parties to review, discuss and finalize the Contract	Clause stands as per RFP

			be specified.		
60	116	42(e)	The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.	In case the dispute is regarding default in payment of fees or other reasons for which bidder shall not be able to continue providing Services , the provisions of this clause shall not be applicable	Clause stand as per RFP
61	117	46	There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.	The Amendment at Bank's discretion is not acceptable. Any Amendment or variation has to be proposed to the bidder, discussed and mutually agreed between the Parties and an Amendment has to be signed to effect such amendment or variation.	Clause stand as per RFP

62	150	9(d)	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.	The Indemnification to be claimed under the NDA has to be limited only to breach of Confidential Information, not the performance of the Agreement.	Clause stand as per RFP
63	157	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.	the lock which is OTC capable with no h/w change. OTC enables 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	It is to be clarified that Cash loading in ATMs should be done under OTC mode.
64	158	5.8	Secure Divert cassette bin with lock and key.	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"	Clause stand as per RFP
65	158	5.10	Currency bin/Cassettes tamper indication.	Requesting Bank to clarify the scope here	Clause is self-explanatory
66	161	6.9	Should be capable of reading barcodes of all popular symbolises, including Code 128, with up to 36 Characters.	ATM will have capability to display QR code. Request Bank to confirm if physical QR code reader also to be supplied or provision to add QR code	It is to be clarified that required specification must be available in ATMs ab initio.

				reader should be there.	
67	162	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	Modified Clause to be read as: Bidder may provide integrated VRAM equivalent or higher to support the functionality and specification defined in the RFP.
68	164	8.1	SVGA compliant 10" (Ten Inch) and above colour LATM Display with touch screen monitor with 1024x768 resolution having 8 or more operational or functional display keys.	Request Bank to make it "15" Touchscreen LCD with optional FDK" This is as per industry standard	Modified Clause to be read as: "SVGA compliant 15" (Fifteen Inch) and above colour LATM Display with touch screen monitor with 1024x768 resolution having option of 8 or more operational or functional display keys."
69	164	8.5	8 Function Keys (FDK) with Braille embossing	Request Bank to make this an optional item	It is to be clarified that Providing FDK is optional
70	165	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	Clause is self-explanatory
71	167	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	Clause stand as per RFP

72	167	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.	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 initiatives of Banks in India	It is to be clarified that Journal Printer is optional.
73	182	21.1	Should operate in a range of temperature from 5 degree Centigrade to 50 degree Centigrade	Typical working environment for a lobby ATM is 10 to 40C. Request Bank to amend the clause as 10 to 40 C	Clause stand as per RFP
74	182	21.2	Should be capable of operating in range of relative humidity conditions from 5%to 95%	Typical working environment for a lobby ATM is 20 to 80RH. Request Bank to amend the clause as 20 to 80RH	Clause stand as per RFP
75	184	iv	Masked Commercial BID No Fees will be paid for Unsuccessful Financial/Cash or Non-Financial/Non-Cash transaction.	Request to consider transactions categorized under Business decline for billing	Clause stand as per RFP
76	184	v	A discounted rate per ATM will be applicable	Request to drop this clause	Clause stand as per RFP
77	186	Annexure – XXI	A discounted transaction rate per ATM will applicable be in the following manner: Upto 100 transactions per day - 0% (Nil discount)	We request Bank to give some minimum guarantee as fixed amount per month/per machine or minimum number of transaction. This will help to secure the huge investment done by the vendor	Clause stand as per RFP
78	190	Annexure – XXIII	List of Zonal Offices	Can Bank provide details on number of machines to be deployed on each zone	The details will be shared with selected bidder based on the business requirement of the Bank.

79	194	Annexure-XXV	We undertake, that application supplied for Procurement of 200 ATMs on CAPEX model and other applications provided to Bank as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.	Need clarity on this application	Modified Clause to be read as: We undertake, that application supplied for Procurement of 200 ATMs on OPEX model and other applications provided to Bank as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.
80	196	Annexure – XXVI (1)	the Obligor shall, at all times hereinafter, save and keep harmless and indemnified UCO BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against UCO BANK by whomsoever and all losses, damages, costs, charges and expenses that UCO BANK may incur by reason of any claim made by any claimant for any reason	Claiming indirect liability and liability for accidents is not acceptable. Hence revised appropriately	Clause stands as per RFP

			whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.		
81	14	4. Earnest Money Deposit	The Bidder(s) must submit Earnest Money Deposit in the form of Bank Guarantee valid for a period of 6 months together with a claim period of 30 days	We request Bank to be guided by No. F.9/4/2020-PPD Government of India, Ministry of Finance Department of Expenditure Procurement Policy Division. (enclosed herewith)	Clause stands as per RFP
82	28	SCOPE OF THE WORK 4.3.2	In the event of Original Software Developer ceasing support to the existing operating system within 7 years (2 years warranty & 5 years of AMC period), the vendor shall upgrade and install the latest higher version of operating system and all application software supporting the operating software for satisfactory function of ATM on all ATM deployed with no extra cost to Bank. The vendor shall also upgrade hardware required to support the higher version of operating system (if required) at mutually agreed cost during the Contract period (2 year	TSS Supports Windows 7&10	Modified Clause to be read as : In the event of Original Software Developer ceasing support to the existing operating system within contract period, the vendor shall upgrade and install the latest higher version of operating system and all application software supporting the operating software for satisfactory function of

			warranty & 5 Year AMC)		ATM on all ATM deployed with no extra cost to Bank. The vendor shall also upgrade hardware required to support the higher version of operating system (if required) at mutually agreed cost during the Contract period."
83	28	SCOPE OF THE WORK 4.3.4	The vendor 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.	Not part of TSS	Clause stand as per RFP
84	28	SCOPE OF THE WORK 4.3.5	In future, if any configuration changes are required in the ATM, it should be done by the vendor during warranty and AMC period at mutually agreed terms. However, Bank will intimate the vendor well in advance for doing such configuration changes. Configuration changes may be done either centrally or remotely. However If the vendor personnel is required at the remote place as informed by the Bank, the vendor shall arrange the personnel to make such configuration/cooperation at the respective location at mutually	Will whitelist in test lab and move to rollout	Clause is self explanatory.

			agreed terms.		
85	33	GOVERNMENT/RBI MANDATE 4.7.1	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.	Request Bank to scope the current regulatory only, as we cannot foresee the future regulatory. Customization can be done in policies if there is no major change in the Product, if yes the same will be checked for feasibilities and post mutually agreed will be released.	Clause stand as per RFP
86	33	GOVERNMENT/RBI MANDATE 4.7.2	Bank may require starting new product/ functionality/ features in future on these machines. The vendor to provide any patch support (if required for such new functionality/feature) in mutually agreed cost during contract period for successful implementation.	Not part of TSS	Clause is self explanatory.
87	67	12.13	The software roadmap should include support for remote key transport and XFS as well as IFX message standards	Please provide more details for IFX message standards	Clause is self explanatory.
88	78	37	Support for AKDS	Please provide more details on AKDS	Clause stand deleted.
89	83	Terminal Processor 7.5	(Linux/ Windows 10 or higher) OS to be hardened to allow only the required services/ports and block all other services/ports to prevent all external virus attacks on the ATMs.	Request Bank to Scope the OS available at the time of RFP i.e Windows 7 and 10 only. We cannot foresee what Microsoft / OEM will release the future OS.	Query is not admissible

90	84	Terminal Processor 7.6	<p>OS hardening (with Firewall) and should protect against unauthorized booting from alternative media & an access to ATM hard disk. ATM should be adequately hardened and only white listed necessary services run in the system (White listing of applications). No malware including viruses, worms and Trojans enter and Affect the system. ATM should be pre-installed with whitelisting application solutions. The vendor must provide Whitelisting solution with following features-</p> <p>1) The solution must ensure that only "whitelisted" applications run on the ATM.</p> <p>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 the vendor.</p>	BIOS is not part of TSS, It should handle manually	Query is not admissible
91	90	Terminal security solution includes Access Management,	The terminal security solution should be monitored & controlled through centralized server and should work with any standard ATM agent monitoring solution.	Checker server got monitor and control the ATM solution centrally, integration not part of TSS	Query is not admissible

		Operating System Hardening, Hard disk encryption and whitelisting solution 13.1.1			
92	90	Terminal security solution includes Access Management, Operating System Hardening, Hard disk encryption and whitelisting solution 13.1.6	The solution shall be able to set BIOS and Windows Password Centrally.	BIOS password is not part of TSS, windows password can be set centrally	Query is not admissible
93	90	Terminal security solution includes Access Management	The solution should support -Health information of various Security software products can be retrieved promptly to support any analysis.	Health information of TSS can only be retrieved	Query is not admissible

		ent, Operating System Hardening, Hard disk encryption and whitelisting solution 13.1.8			
94	90	Terminal security solution includes Access Management, Operating System Hardening, Hard disk encryption and whitelisting solution 13.1.9	The solution should support -Set SMS and Email alerts for significant / critical events.	Only E-Mail alerts	Query is not admissible
95	90	Terminal security solution includes Access	The solution should support -Detailed Event and Log information available along with hardware information for a complete picture of a device's actual status.	Proposed TSS can only display basic hardware information like OS version, RAM, Drive info	Query is not admissible

		Management, Operating System Hardening, Hard disk encryption and whitelisting solution 13.1.15			
96	91	Terminal security solution includes Access Management, Operating System Hardening, Hard disk encryption and whitelisting solution 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.	Till TSS is active	Query is not admissible
97	91	Terminal security solution includes	ATMs should be pre-installed with whitelisting application solutions. The Vendor must provide Whitelisting solution with following features:		Query is not admissible

		Access Management, Operating System Hardening, Hard disk encryption and whitelisting solution 13.1.17	<p>1. The solution must ensure that only "Whitelisted" applications run on the ATMs.</p> <p>2. The solution must prevent the execution of any non- whitelisted files on the machine. Vendor to provide standard whitelisting solution from companies of repute 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.</p>	<p>Antivirus update is not part of TSS and it is not recommended in ATM environment.</p> <p>It is also not recommended to deploy Anti-Virus along with Whitelisting software as they both will create conflicts. Solution works on white listing concept</p>	
98	91	Terminal security solution includes Access Management, Operating System Hardening, Hard disk encryption and whitelisting solution 13.1.19	ATMs should have enabled BIOS password.	Not part of TSS	Query is not admissible

99	91	Terminal security solution includes Access Management, Operating System Hardening, Hard disk encryption and whitelisting solution 13.1.23	The solution should support online and offline password management.	Supports only online password management	Query is not admissible
100	91	Terminal security solution includes Access Management, Operating System Hardening, Hard disk encryption and whitelisting solution	The solution should be able to block USB ports on the ATM through centralized Control.	USB ports can't be block, Only blocking the USB drives	Query is not admissible

		13.1.26			
101	91	Terminal security solution includes Access Management, Operating System Hardening, Hard disk encryption and whitelisting solution 13.1.27	OS Hardening solutions should support user (role based) access to the terminals based on tokens (no need to distributed user credentials)	Proposed solution works on OTC based, not role based	Query is not admissible
102	92	Terminal security solution includes Access Management, Operating System Hardening, Hard disk encryption and	The solution should be capable of identifying behavior anomalies within the ATM software	Kindly clarify the behaviour anomalies	Query is not admissible

		whitelisting solution 13.1.35			
103	92	13.2 Hard Disk Encryption 13.2.1	The system should not require any human intervention (like manual password entry).	required more clarification	Query is not admissible
104	92	13.2 Hard Disk Encryption 13.2.2	Encryption of all data (user files as well as system files) from an ATM's hard disk.	Solution covers full Hard disk encryption	Query is not admissible
105	92	13.2 Hard Disk Encryption 13.2.9	The solution should also have capability to have central server based authentication	Please clarify	Query is not admissible
106	93	13.2 Hard Disk Encryption 13.2.10	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.	Only covers FHDE	Query is not admissible
107	93	13.2 Hard Disk Encryption 13.2.11	Dispenser encryption (Communication between ATM PC and Dispenser should be encrypted). All Sensitive information must be encrypted during transmission.	Not part of TSS. Related to OEM	Query is not admissible
108	93	13.2 Hard Disk Encryption	ATMs Windows/Linux OS should be configured to work in a locked down / restricted mode (with non admin	TSS Supports Windows 7&10	Query is not admissible

		13.2.12	rights). 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.		
109	93	13.2 Hard Disk Encryption 13.2.13	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.	Only permitted applications to be run in the Machines using white listing concept, thus effectively nullifying the need of any anti-virus solution.	Query is not admissible
110	93	13.2 Hard Disk Encryption 13.2.14	ATMs should have all standard security features.	available on event logs	Query is not admissible
111	94	13.2 Hard Disk Encryption	Secure HDE utilizes a custom pre-boot process to enable the ATM Authenticate over the network to	Solution covers full Hard disk encryption	Query is not admissible

		13.2.15	<p>ensure the system credentials is correct before the complete boot process is allowed.</p> <ol style="list-style-type: none"> 1. Solution should Encrypt the whole Hard Disk (FHDE) 2. Encryption process tolerates interruptions i.e. power Outages, without data loss. 3. HDE should use FIPS" 140-2 certified AES-NI 256-bit cryptographic engine 4. Support for Pre-boot Networking on both Legacy BIOS and UEFI devices 5. Auto boot - Seamless boot Up without additional authentication screen yet secure with encryption 6. Solution should do Sector based encryption; every byte of data is encrypted 7. Single Centralized management console for managing the encryption policies 8. Allows for Remote Browser-based Access to the Encryption Server for Administration and Reporting 9. Audit logs are automatically sent and stored on the encryption server. 		
112	94	13.3 Intrusion Detection And Protection (anti	The solution should have provision to block unused ports on the ATM.	Only mass storage USB ports	Query is not admissible

		malware) 13.3.1			
113	95	13.3 Intrusion Detection And Protection (anti malware) 13.3.9	ATMs should be provided with Anti-virus solution to facilitate blocking of malicious codes/traffic entering the ATM. Alternatively, the vendor should provide ATM specific firewall to take care of intrusion detection, port scans and other common virus attacks.	Antivirus update is not part of TSS and it is not recommended in ATM environment. It is also not recommended to deploy Anti-Virus along with Whitelisting software as they both will create conflicts.	Query is not admissible
114	95	13.3 Intrusion Detection And Protection (anti malware) 13.3.10	Updating the Anti-Virus software will be the responsibility of the vendor also the vendor will be responsible for OS upgradation/updation, OS hardening, installation of service pack, and patch files without any cost to Bank. The vendor has to submit self-certification regarding OS hardening. Bank may conduct third party audit in future in this regard.	Antivirus update is not part of TSS and it is not recommended in ATM environment. It is also not recommended to deploy Anti-Virus along with Whitelisting software as they both will create conflicts.	Query is not admissible
115	95	14 Other Requireme nts 14.1	Only permitted applications to be run in the Machines using Sandboxing concept.	Why only sandboxing? Our solution is similar kind of whitelisting	Query is not admissible
116	95	14 Other Requireme nts 14.4	All files to be protected from damages	only whitelisting files	Query is not admissible
117	95	14 Other Requireme nts 14.5	Doesn't allow any registry level changes	only whitelisting files	Query is not admissible

118	95	15 Other Requirements 14.6	Centralized Applying of OS as well as application Patches	Not part of TSS, related to content distribution solution	Query is not admissible
119	95	14 Other Requirements 14.7	Bootting only through Hard disk during Normal Operations. No other entry in Boot Order.	Not part of TSS	Query is not admissible
120	95	14 Other Requirements 14.8	Editing of BIOS settings must be password protected	BIOS password is not part of TSS, it should set manually	Query is not admissible
121	95	14 Other Requirements 14.9	Setting of BIOS and Windows Password Centrally	BIOS password is not part of TSS, it should set manually	Query is not admissible
122	95	14 Other Requirements 14.10	Detect and Remove Unused Services and Applications	non whitelisting files can be display	Query is not admissible
123	95	14 Other Requirements 14.11	Disabling Auto play Options which allows software to run from removable media.	all non whitelisting applications can be block	Query is not admissible
124	95	14 Other Requirements 14.12	NPCI/RBI and Industry regulation and audit compliance to be followed from time to time without any additional charges to the Bank	Request Bank to scope the current regulatory only, as we cannot foresee the future regulatory. Customization can be done in policies if there is no major change in the Product, if yes the same will be checked for feasibilities and post mutually agreed will be released.	Query is not admissible

125	96	14 Other Requirements 14.14	Recognition and prevention of various forms of tampering such as skimming and trapping.	Not part of TSS.	Query is not admissible
126	97	18 General requirements 18.3	ATM should be provided with Anti-virus solution. Updating the Anti-Virus software will be the responsibility of the vendor also the vendor will be responsible for OS hardening, installation of service pack, and patch files.	Antivirus update is not part of TSS and it is not recommended in ATM environment. It is also not recommended to deploy Anti-Virus along with Whitelisting software as they both will create conflicts.	Query is not admissible
127	46	2.7.2.3 (31)	Cash Replenishment and Related Services: In case counterfeit currency is dispensed from ATM, the responsibility will be of the Bidder and penalty of RS. 10000/- per instance would be levied.	Requested Changes: No penalty shall be levied by the Bank without mutual consent of the Bidder	Clause stands as per RFP.
128	48	2.7.3	Insurance / Security	Requested Changes: Only transit insurance will provided by the Bidder till the cash loaded into ATMs. Once the cash is replenished in the ATMs then the Bank shall be liable to obtain the insurance of the cash thereafter. b) Bidder shall not be responsible for any damage or loss once replenished in the ATMs c) No reimbursement will be provided by the Bidder in case of cash loss and no interest shall be levied by Bank on the Bidder for the cash loss.	Query is not admissible

129	48	2.7.4.3	<p>Liability:</p> <p>2.7.4.3 Vendor shall be liable for ATM Loss, Transit Loss if such losses directly result from (a) kidnapping of employees / representative of Bidder; (b) dishonesty, negligence or intentional act by employees or representative of Bidder or (c) damage to Bank's valuables caused by negligence or willful misconduct of the employees or Representative of Bidder, normal wear and tear excepted.</p>	Requested Changes : Bidder shall not be responsible for any such scenario.	Clause stands as per RFP
130	48	2.7.4.4	<p>Liability:</p> <p>Bidder shall be liable for any Loss when Currency has been delivered to the bidder and shall terminate when they are delivered to Bank.</p>	Requested Changes : Bidder shall not be liable for any such loss	Clause stands as per RFP
131	48	2.7.4.5	<p>Liability:</p> <p>Bidder shall be liable for any Transit Loss. Bidder's liability under this Section shall commence when Currencies have been placed in CMA's vehicle and shall terminate when they are either (a) delivered to Bank; or (b) delivered to, and deposited in, an ATM.</p>	Requested Changes: Bidder shall not be liable for any loss after the cash is replenished in the ATMs.	Clause stands as per RFP

132	54	2.11.2	<p>Service Levels Requirements and Penalties:</p> <p>The successful bidder agrees and represents that the bidder's Services shall meet the service level requirements as per the respective service level standards set out in clause 2.5 "Managed & Other Services" hereto. The Vendor agrees that failure to meet service level requirements as per the service level standards set out in the said Annexure shall attract penalties set out in this Agreement.</p>	<p>Requested Changes: Suggest providing a cure period of 30 days in case of to meet the service level requirements set by the Bank. Also, no penalties shall be levied on the Bidder without mutual consent.</p>	<p>Clause stands as per RFP</p>
133	54	2.12	<p>Insurance</p>	<p>Requested Changes: a) Only transit insurance will provided by the Bidder till the delivery of the machines and cash loaded into ATMs. Once the machine is delivered and the cash is replenished in the ATMs then the Bank shall be liable to obtain the insurance of the machine and the cash thereafter.</p> <p>b) Bidder shall not be responsible for any damage or loss to the machine once it is delivered to the Bank and to the cash once replenished in the ATMs.</p> <p>c) No reimbursement will be provided by the Bidder in case of cash loss and</p>	<p>Clause stands as per RFP</p>

				no interest shall be levied by Bank on the Bidder for the cash loss	
134	74	20.2	INTEGRATED ATM SURVEILLANCE SOLUTION: The image stored should be in high compression JPEG format and must be stored for minimum 180 days with an average of 600 transactions per day.	Requested Changes : Images/videos captured will be retained for a period of 90 days from the date of such captured image / video and can be provided to the Bank on such request and not thereafter.	Clause stands as per RFP
135	6	Inspection	6	Requested Changes: Bank can carry out the inspection of any existing live installations and such cost of inspection will be borne by the Bank solely.	Clause stands as per RFP
136	8	Penalty	8	Requested Changes: Suggest to provide a cure period of 30 days to be given to the Bidder by the Bank to cure the delay in operationalizing the services before charging any penalty on Bidder. DVSS images will be retained for a period of 90 days from the date of such captured video and can be provided to the Bank on such request and not thereafter. Also any penalty can only be levied after the mutual discussion and consent of the Bidder	Clause stands as per RFP
137	9	Review Meeting	9	Requested Changes: We too require the right the conduct review meeting and terminate the contract if Bank is	Clause stands as per RFP

				not making the payments even after the cure period of 90 days. Also, Bank cannot invoke Performance Bank Guarantee without mutual consent of the Bidder.	
138	96	10	Audit	Requested Changes : The Bank can audit cash in vault, cash in CDs, the software, Hardware IT infrastructure and services and such cost will be borne by the Bank	Clause stands as per RFP
139	97	12	Liquidated Damages	Requested Changes: Bank to levy either Penalty or liquidated damages but not both.	Clause stands as per RFP
140	97	13	Paying Authority: However, Payment of the Bills would be released, on receipt of advice /confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties. Cancellation of Contract & Realization of Compensation	Requested Changes: No penalties shall be deducted from the payment made to the Bidder without its mutual consent	Clause stands as per RFP
141	98	14	Performance Bank Guarantee	Requested Changes: Bank cannot invoke Performance Bank Guarantee without the discussion and mutual consent of the Bidder.	Clause stands as per RFP
142	101	21	Confidentiality and Secrecy	Requested Changes : this clause to be kept mutual	Clause stands as per RFP

143	102	22	Compliance with Laws	Requested Changes: Bidder shall not be liable for any indirect, incidental, consequential or punitive damages or for any loss of data & loss of life under any circumstances whatsoever to the Bank.	Clause stands as per RFP
144	103	23	Force Majeure	Requested Changes : The definition of "Force Majeure" should also include lockdowns, quarantine restrictions, epidemic, pandemic, any act of State or Central Government	Clause stands as per RFP
145	105	27	Indemnity	Requested Changes : Similarly Bank shall indemnify, protect and save the Bidder and hold the Bidder harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from i breach of any of the terms of this RFP, ii. Infringement of any patent, trademarks, copyrights etc. of the Bidder iii. Bank shall indemnify the Bidder against any loss or damage to the Bidder's premises or property, loss of life, etc., due to the acts of the Bank's	Clause stands as per RFP

				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.	
146	110	33	Termination	Requested Changes : This clause should be kept mutual.	Clause stands as per RFP
147	112	34	Termination for Insolvency	Requested Changes : Bank shall pay all outstanding payment to the Bidder till the last date of termination.	Clause stands as per RFP
148	112	35	Termination For Default	Requested Changes : We too require termination for Default	Clause stands as per RFP
149	112	36	Termination For Convenience	Requested Changes : We too require termination for convenience	Clause stands as per RFP
150	115	42	Dispute Resolution Mechanism	Requested Changes : The place of the Arbitration should be kept at Mumbai	Clause stands as per RFP
151	116	44	Applicable Law and Jurisdiction of Court: The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being	Requested Changes: The jurisdiction should be kept non-exclusive	Clause stands as per RFP

			enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).		
152	128	Annexure – V	PROFORMA FOR PERFORMANCE BANK GUARANTEE	Requested 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	Clause stands as per RFP
153	141	Annexure – XVI	PRE CONTRACT INTEGRITY PACT	Requested Changes : Format of Integrity Pact 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	Clause stands as per RFP
154	147	Annexure – XVII	NON-DISCLOSURE AGREEMENT	Requested 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	Clause stands as per RFP
155	195	Annexure – XXVI	PROFORMA FOR DEED OF INDEMNITY	Requested Changes : Format of Indemnity Deed 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	Clause stands as per RFP

156	93	7 e.	Uptime calculation and standard exclusions	<table border="1"> <thead> <tr> <th>Location type</th> <th>TAT for FLM</th> <th>TAT for SLM</th> <th>Spare replacement TAT</th> </tr> </thead> <tbody> <tr> <td>Metro</td> <td>120 minutes from the time machines goes down</td> <td>The resolution time should not be more than 240 Minutes from raising the ticket</td> <td>360 minutes from the time SLM call is attended</td> </tr> <tr> <td>Urban</td> <td>180 minutes from the time machines goes down</td> <td>The resolution time should not be more than 360 Minutes from raising the ticket</td> <td>720 minutes from the time SLM call is attended</td> </tr> <tr> <td>Semi-urban</td> <td>240 minutes from the time machines goes down</td> <td>The resolution time should not be more than 720 Minutes from raising the ticket</td> <td>1080 minutes from the time SLM call is attended</td> </tr> <tr> <td>Rural/Remote</td> <td>360 minutes from the time</td> <td>The resolution time should not be more than 1440</td> <td>1440 minutes from the time</td> </tr> </tbody> </table>	Location type	TAT for FLM	TAT for SLM	Spare replacement TAT	Metro	120 minutes from the time machines goes down	The resolution time should not be more than 240 Minutes from raising the ticket	360 minutes from the time SLM call is attended	Urban	180 minutes from the time machines goes down	The resolution time should not be more than 360 Minutes from raising the ticket	720 minutes from the time SLM call is attended	Semi-urban	240 minutes from the time machines goes down	The resolution time should not be more than 720 Minutes from raising the ticket	1080 minutes from the time SLM call is attended	Rural/Remote	360 minutes from the time	The resolution time should not be more than 1440	1440 minutes from the time	Clause stands as per RFP
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				Metro	120 minutes from the time machines goes down	The resolution time should not be more than 240 Minutes from raising the ticket	360 minutes from the time SLM call is attended																		
				Urban	180 minutes from the time machines goes down	The resolution time should not be more than 360 Minutes from raising the ticket	720 minutes from the time SLM call is attended																		
				Semi-urban	240 minutes from the time machines goes down	The resolution time should not be more than 720 Minutes from raising the ticket	1080 minutes from the time SLM call is attended																		
Rural/Remote	360 minutes from the time	The resolution time should not be more than 1440	1440 minutes from the time																						

					machines goes down	Minutes from raising the ticket		SLM call is attended	
157	158	5.8	Secure Divert cassette bin with lock and key	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"					Clause stand as per RFP
158	158	5.10	Currency bin/Cassettes tamper indication.	Requesting Bank to clarify the scope here					Clause is self-explanatory
159	165	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					Clause is self explanatory.
160	167	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					Clause stand as per RFP
161	182	21.1	Should operate in a range of temperature from 5 degree Centigrade to 50 degree Centigrade	Typical working environment for a lobby ATM is 10 to 40C. Request Bank to amend the clause as 10 to 40 C					Clause stand as per RFP
162	182	21.2	Should be capable of operating in range of relative humidity conditions from 5%to 95%	Typical working environment for a lobby ATM is 20 to 80RH. Request Bank to amend the clause as 20 to 80RH					Clause stand as per RFP

163	156	2.2	ATM should support DDC, NDC, any other standard compatible drivers required for communication with the switch.	NCR ATMs / CDs runs Only NDC protocol and same can be supported. Support for any other protocol will entail huge development efforts and will not a standard implementation. Request this clause to be amended accordingly	Clause is self-explanatory
164	159	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.	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 hardware 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.	Clause stand as per RFP
165	159	6.1	Hybrid Dip Reader for EMV Chip Smart Card and magnetic strip cards. ATM should be ready for reading EMV chip data from EMV card with required integrated software. (Vendor to submit	Implementation of EMV is primarily a switch driven activity. NCR can provide support during the EMV certification process but cannot be responsible for its implementation	Clause stand as per RFP

			EMV compliance certificate) Card reader should be compliant with EMV latest specification including hardware & software licenses. It will be the responsibility of the selected bidder to implement EMV including testing certification, co-coordinating with switch, enabling the same in individual ATM.		
166	160	6.6	ATM should work using any Bank's Debit / Credit cards, without cards, using Aadhaar based authentications through biometric also. ATM should recognize the Chip cards which includes EMV Cards, Biometric authentication Capability and accordingly display the screen, voice prompts.	The UIDAI specifications are changing far too frequently. The current UIDAI spec requires a significant increase in the estimated bandwidth to function effectively (15+ kbps) and it is unclear if the existing protocols can/cannot support this new spec. It is therefore unwise to commit on this support at the moment.	Clause stand as per RFP
167	172	13.1.25	The solution should be able to dynamically change the hardening policy of the OS on the ATM.	Is the Bank planning to implement Active Directory Services and managing the AD server.	Clause is self-explanatory
168	172	13.1.29	The Operating System Hardening should be managed and administered centrally	Is the Bank planning to implement Active Directory Services and managing the AD server .	Clause is self-explanatory
169	173	13.2.6	Encryption should be linked to the ATM internal components characteristics, like peripherals USB devices. This tightly locks the encryption to local ATM environment. And no central password	This requirement conflicts with the requirement stated in 13.2.9	Modified clause to be read as: "Encryption should be linked to the ATM internal components characteristics, like

			management server is required.		peripherals USB devices. This tightly locks the encryption to local ATM environment."
170	173	13.29.9	The solution should also have capability to have central server based authentication	This requirement conflicts with the requirement stated in 13.2.6	Clause Stand as per RFP
171	77	12	Software to support IFX message emulation.	Support for IFX is not available.	Clause Stand as per RFP
172	11	3.6	Eligibility criteria Criteria-Bidder should have its owned Managed Service Centre operational in India and must be managed services of ATMs including but not limited to 24 X 7 monitoring, call escalation, FLM, SLM, replacing consumables, EJ pulling, EJ Management etc. for at least 300 ATMs as on RFP publication date	In the Proof of documents to be submitted it is written as under:- Satisfactory Letter from the Scheduled Commercial Bank confirming the FLM, SLM services performed for 500 ATMs as on RFP publication date. We presume that the number is 300 ATMs, we request Bank to confirm.	Modified Clause to be read as: Provide address/s of Managed Service Centres owned by the Bidder. Satisfactory Letter from the Scheduled Commercial Bank confirming the FLM, SLM services performed for 300 ATMs as on RFP publication date.
173	22	24	No Commitment to accept Lowest or any Bid UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.	We request Bank to intimate the bidder about changes in terms & conditions of purchase and/or evaluation criteria and selection process. As stated in the RFP if bidder included offerings based on assumption and if T&C are changed, if can be detrimental to bidders.	Clause stand as per RFP

174	31	2.1	<p>Scope of Work, Site Implementation Services for Offsite ATMs, a & c</p> <p>a) The Bank shall indicate the broad area(s) to the successful bidder for installation of Off-site ATM. The Sites for Off-site ATMs in areas indicated by the Bank will be hired / procured entirely by the successful bidder. The Bank's specific approval shall not be required for finalizing the said Off-site Site. However, the successful bidder shall seek Bank's advice for designating the link branch for the purpose of providing cash replenishment for the Off-site ATMs which shall be provided within a period of 3 (three) working days from the date of receipt of intimation from the successful bidder.</p> <p>c) c) Site selection will be done by successful bidder and Bank in between 70:30 ratios. 70% site will be identified by successful bidder and 30% site will be identified by Bank. Successful bidder need to install the machine at identified site in prescribed timeline.</p>	<p>Given point in RFP states that from the broad areas, procurement of sites is to be done entirely by successful bidder. However Point (c) states that Site selection would be done between 70:30 ratios. We request Bank to remove this clause and allow the bidder to do the site selection</p> <p>Furthermore, if Bank wishes to go ahead and identify 30% of fresh sites to be deployed, we request Bank to consider payment of incremental rent above Rs.20000. (Urban & Rural both)</p>	Clause stand as per RFP
175	31	2.1	<p>Scope of Work, Site Implementation Services for Offsite ATMs</p> <p>Security Guard wherever required as per RBI/GOI/State Government guidelines, need to be provided by</p>	<p>As the commercials for Guards are not taken to iterate to TCO, we request Bank to reimburse the actual cost of deployment as per GOI/State Govt guidelines like Min. wages act.</p>	Clause stand as per RFP

			successful bidder without any additional cost to the Bank	plus the compliance cost	
176	32	2.2 (i)	<p>Scope Of Work, Site Identification and Installation of ATM</p> <p>Installation and maintenance of UPS with minimum 4 hours battery backup. At locations or where electricity availability is erratic, battery backup of 8 hours is required. However, it is responsibility of the Vendor to arrange for uninterrupted power supply for ATM functioning. In areas where there is load shedding, Vendor shall arrange for alternate power supply arrangements like DG set, solar power, etc.</p>	<p>We request Bank to arrange for DG sets for sites where electricity availability is erratic and accordingly exclusions are requested to be incorporated while calculating the uptime. Also let us know about all such locations beforehand.</p>	Clause stand as per RFP
177	32	2.2(k)	<p>Scope of Work, Site Identification and Installation of ATM</p> <p>Bank's prior approval is required to be obtained, in case the Bidder desires to relocate any of the ATMs for reasons other than request from the Bank at his own cost</p>	<p>In case the any ATM site is not doing well considering expected transactions, we request Bank to amicably allow bidder to relocate the site with prior intimation to Bank.</p>	Clause stands as per RFP
178	34	2.3	<p>Scope of Work, Site Work Specifications</p> <p>Flame Retardant Low Smoke (FRLS) wires of Finolex/R.R.KablR/Anchor/Havell's</p>	<p>We request Bank to modify this clause as "Flame Retardant Low Smoke (FRLS) wires of (Finolex/R.R.KablR/Anchor/Havell's /Polycab/ or Equivalent) make are to be used.</p>	Clause stand as per RFP

			/Polycab) make are to be used.		
179	36	2.5.2	Scope of Work, Site Maintenance and Cleaning Services Cleaning and mopping the entire site twice in a day.	We request Bank to modify this to 'Once a day'.	Clause stand as per RFP
180	36	2.5.3.1(a)	First Line Maintenance (FLM) Clearing paper jam of Journal Printer (JP) roll and Receipt Printer (RP) roll	Since electronic journal is available we request Bank to not insist on journal printing and remove this clause.	It is to be clarified that Journal Printer is optional item.
181	36	2.5.3.2	First Line Maintenance (FLM) Bidder will ensure to respond to Maintenance Service calls within the response times as set out below i)For severe defects resulting in ATM being completely non-operational • Within 2 (two) hours within municipal city limit • Within 4 (four) hours beyond municipal city limits but up to 30 kms • Within 6 (six) hours beyond 30 kms of the municipal limits	We request Bank to modify the clause and incorporate as following : • Within 4 (Four) hours within municipal city limit • Within 6 (Six) hours beyond municipal city limits but up to 30 kms • Within 8 (Eight) hours beyond 30 kms of the municipal limits	Clause stand as per RFP
182	36	2.5.3.1 (g)	First Line Maintenance (FLM) Taking backup of camera images on monthly basis on a suitable backup media and handing over the same to the Bank's controlling office.	We request Bank to clarify whether the bidder needs to preserve the back-up for 6 months/one year, as stated in other part of RFP or the back-up is handed over on a monthly basis. Also in case the footage is supposed	Clause stand as per RFP

				to be preserved, we request Bank to modify the backup period to 90 days as it is the industry standard.	
183	37	2.5.3.3.	First Line Maintenance (FLM) Vendor shall provide FLM services on 24 X 7 X 365 basis.	We request Bank to modify this clause as FLM is carried out by CRA & it's not practical to provide FLM services 24X7X365. We request Bank to please consider that FLM Call generated after 4-5 PM to be attended next day.	Clause stand as per RFP
184	37	2.5.6	Software management Remote loading of ATM screens and Software distribution including provision of software for such facilities and the activity shall be carried out by Bidder free of cost. The Bank will not provide any software/agent for the same nor pay for these agents separately.	We request Bank cap the number of screen distribution rollouts to maximum 6 in a year and any rollout beyond 6th will be done on a mutually agreed cost.	Clause stand as per RFP
185	37	2.5.3.1(j)	First Line Maintenance (FLM) If Thermal Paper used for Receipt / JP, it shall have the quality to retain the print at least for one-year period	We request Bank to incorporate Green pin initiative as a part of Go Green initiative to save Paper and time. This initiative is rolled out by most of the Banks and the efforts have been fruitful. In case Bank still insists, we will provide.	Clause stand as per RFP
186	41	2.5.9.2(l)	Off-site ATMs Bidder shall carry out necessary configuration changes in their network, if in future the Bank decides to carry	Bank is requested not to ask for necessary configuration changes subsequent to date of bid submission as it is difficult to foresee the cost of	Clause stand as per RFP

			out design modification and/or application modification to the Banks" ATM network, including modification for the security policy implementation. The cost of such configuration modifications shall be entirely borne by vendor.	any future modifications. In case, if such configuration changes take place, we request Bank to bear the cost of any future configuration modifications.	
187	44	2.7.2.3 (6)	Cash Replenishment and Related Services As per RBI guideline, Cassette swapping is mandatory in every ATM. Whenever, Bank will implement Cassette Swapping process every ATMs should have four extra cassettes	We request Bank to clarify on who will do cash refill in the cassettes for offsite ATMs.	It is to be clarified that selected bidder has to carry out all the scope mentioned in the RFP.
188	46	2.7.2	Scope of Work, Cash Management In case counterfeit currency is dispensed from ATM, the responsibility will be of the Bidder and penalty of RS. 10000/- per instance would be levied	We request Bank to delete this clause as the Cash for replenishment is taken from Bank, in case of Cassette swap, the loaded Cassettes would be taken from Bank or same is loaded by Branch in Cassettes (maybe under camera), thus we request Bank to investigate how counterfeit currency in received by Branch and not penalize vendor for the same.	Clause stands as per RFP
189	46	2.7.2.3 (25)	Cash Replenishment and Related Services Forecasting of Cash requirement for ATM shall be based on past dispense and average dispense of that ATM.	Since there would not be historical data regarding cash replenishment, Bank is requested to give bidder ample buffer time of 3 months for forecasting tool to stabilize.	Clause stands as per RFP

			However Cash indent/replenishment at an ATM shall not exceed the quantum of cash envisaged to be required for maximum up to 2 (two) days and holidays		
190	46	2.7.2.3 (30)	<p>Cash Replenishment and Related Services</p> <p>Unless the Bidder resolves through verification as per clause 2.7.1.1.1 the Bidder shall be liable for any shortage of cash and counterfeit notes found in the ATM. Any such shortage must be made good by vendor within 4 (four) working days.</p>	Generally the cashier picks up the currency from Bank after bundle counting and then it is taken to the vault for verification. If the verification of currency notes are done at the vault under CCTV camera and the vendor advises with proof the detection of counterfeit notes, Bank is requested to replace the notes and investigate how the counterfeit has been received at the Bank.	Clause stands as per RFP.
191	47	2.7.2.12(a)	<p>Cash Replenishment and Related Services</p> <p>The event of strike in the entire Banking sector (excepting RBI) or in the event of any natural calamity in the region/country. a. Bidder may collect cash from RBI by presenting cheque issued by the Bank for the purpose</p>	In case if the Cash is to be collected from RBI, we request Bank to reimburse charges at actuals for collecting the same as RBI would not be near to the branch from the collection of cash is scheduled & may incur extra cost.	Clause stands deleted
192	48	2.7.3	<p>Insurance / Security</p> <p>In case of any Cash Loss, Bidder shall reimburse the loss amount to the Bank within 5 (five) working days, without waiting for settlement of Insurance</p>	<p>We request Bank to modify below clause as:</p> <p>In case of cash loss Bidder should be able to reimburse the loss within 30 working days from the date of loss.</p>	Clause stands as per RFP

			claim		
193	52	2.7.10 (a)	<p>Compliance of Statutory and other responsibility</p> <p>The Bidder shall ensure that all regulatory requirements issued by GOI/RBI are adhered to at the time of installation and networking of ATMs. Any future guideline issued by GOI/RBI is also need to be complied without any cost to Bank.</p>	<p>We request Bank to pay the bidder additional mutually agreed charges or reimburse the cost if any new hardware or software is added into the system on account of regulatory requirements after the bid as Bidder cannot envisage any future Hardware or Software requirements.</p>	Clause stands as per RFP
194	55	2.12 (f)	<p>Insurance</p> <p>Notwithstanding the above, any shortage or loss of cash in transit, cash held in vault of CMA, cash held in ATM, etc., whatsoever and for whatever reason shall be made good to the Bank without waiting for admissibility or settlement of the insurance claim in any event not later than 5 (five) working days</p>	<p>We request Bank to modify below clause as:</p> <p>Notwithstanding the above, any proven shortage or loss of cash in transit, cash held in vault of CMA, cash held in ATM, etc., whatsoever and for whatever reason shall be made good to the Bank without waiting for admissibility or settlement of the insurance claim in any event not later than 30 (Thirty) working days.</p>	Clause stands as per RFP
195	55	2.12 (h)	<p>Insurance</p> <p>New suggested clause.</p>	<p>We request Bank to add below clause as:</p> <p>Either Party shall under no condition/s be responsible for any losses incurred because of any acts of Terrorism Warlike situations/ Bomb explosion,</p>	Bank will not entertain any additional clause

				Act of Foreign Enemy, hostilities, civil war, Rebellion, insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, detainment by the order of any government or any other authority. Hence losses under such situations cannot be lodged.	
196	56	2.14.4	Selected bidder has to comply following advisory/guidelines issued by RBI/IBA/GOI and any further modifications and new advisories issued during the contract period	We request Bank to pay the bidder the hardware and outside software costs for any modifications in the machine or system on account of new advisory/guidelines issued by RBI/IBA/GOI during contract period.	Clause stand as per RFP
197	56	2.14.3	Driving of ATMs by Switch The Bank's Switch will drive the ATMs. The Bank will be responsible for providing Switch Data Feed to the Vendor for the purpose of monitoring and managing the ATMs deployed by the Vendor. The Switch feed will be given to the selected Vendor at the cost of the Bank within 4 weeks of the signing of the Contract Form in the format required by the selected Vendor along with the required documentation. If the Bank changes the Switch during the Term of the Agreement, the Switch Feed will be given in the same format at the Bank's cost. For avoidance of doubt, the	In case of network change, we request Bank to bear network deployment cost.	Clause stand as per RFP

			Vendor shall bear the cost of network connectivity of its Management Centre with the Bank's Switch.		
198	81		Quick Response Team (QRT) To attend the site within reasonable time (generally within 15 to 20 minutes in Metro & Urban area, 30 minutes to 40 minutes in Semi Urban & Rural area).	We request Bank to modify the timelines given to : 40-50 mins in Metro & urban 80-90 in Semi Urban & Rural Areas	Clause stand as per RFP
199	81		Requirement of Following : Quick Response Team Remote Assistance (RA)/ Beat Marshall/ Patrolling Guard at the site.	We request Bank to clarify on requirement of all 3, Quick Response Team Remote Assistance (RA)/ Beat Marshall/ Patrolling Guard at the site as a service. Furthermore we request Bank to clarify in detail on what is expected in QRT. With inclusion of Guard at site in service, compliance factor like Minimum wages act will come in having a cost implication thus we request Bank to pay the selected bidder actual cost of Guard deployment at site.	Clause stands as per RFP.
200	83		Event Based Surveillance activities The e-Surveillance vendor will be solely responsible to provide such information or video footage or image or reports to the police or other regulatory authorities on demand and	We request Bank to clarify on the 'suitable penalty' part. Furthermore we request Bank to advise on a scenario where Surveillance system is working but is damaged by burglars/thieves or DVR	Clause is self explanatory

			under the permission of Bank's authorities. Suitable penalty will be applicable in case of failure to provide requisite footages.	is taken away or damaged.	
201	84		Event Based Surveillance activities During the currency of the contract, the vendor should upgrade the system at additional cost, particularly with reference to up-gradation in technology related CCTV camera (resolution). Sensors or due to compliance of any Regulator guidelines/requirements etc.	We request Bank to consider payment of actual cost for any up-gradation of the system due to regulatory requirements as Bidder cannot envisage any future Hardware or Software requirements.	Clause stand as per RFP
202	89	Part V	Consortium-ii(f) If selected bidder wish to change any of the partners as part of this consortium, Bank will levy a penalty of 10% for that component for the change. The selected bidder has to quote only partner for each component and multiple partner names quoted for a certain component or service will not be accepted by the Bank	We request Bank to clarify on what is considered as consortium. MSP is a System Integrator and uses multiple products from agencies to provide service to Bank. As a part of RFP, Bank has laid down details to be delivered, We request Bank to allow multiple MAF from multiple Service Providers and MSP vendors should be solely responsible, this will help in timely deployment and execution of project within stipulate timeline by the Bank. In case any of the partnered vendor is unable to deliver as per deadline, we request Bank to allow selected	Clause stand as per RFP

				bidder to change the vendor and not penalize for the same.	
203	90	4	<p>Contract Period</p> <p>The tenure of the Contract will be for a period of 36 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.</p>	<p>We request Bank to consider the contract period at 7 years as the cost of implementation would be high if the contract period is short at 3 years.</p>	<p>Modified Clause to be read as:</p> <p>The tenure of the Contract will be for a period of 60 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. The existing contract may be extended for another 24 months subjected to satisfactory services. The extension will be under the sole discretion of the Bank.</p>
204	90	4	<p>Contract Period</p> <p>The tenure of the Contract will be for a period of 36 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</p>	<p>In case Bank terminates earlier than stated contract period, we request Bank to pay the selected bidder a Foreclosure cost (WDV).</p>	<p>Clause stands as per RFP</p>

			bidder at its own convenience without assigning any reason and without any cost or compensation therefor.		
205	91	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 day's 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>We request Bank not to terminate the contract without assigning any reasons. Proper notice should be given for cure and after lapse of the notice period only any precatory action should be taken.</p> <p>We request Bank to incorporate following:</p> <p>The Bidder should also have a right to terminate the contract as per its convenience without assigning any reasons by providing 90 days written notice.</p> <p>Further, upon expiry of 36 months, the contract should be renewed as per the terms mutually agreed between the parties.</p> <p>Further, the SLA format should be decided mutually between the parties.</p>	Clause stand as per RFP
206	91	5(2)	<p>Terms of Payments</p> <p>Bank will pay for actual number of successful Financial / Cash Transactions and successful Non-financial / Non-Cash transactions</p>	<p>We request Bank to include a minimum guarantee for each site. This will help the bidder focus on maximizing transactions.</p>	Clause stand as per RFP

			reported in the Switch but excluding the Suspect Transactions		
207	91	5	<p>Terms of Payment</p> <p>In consideration of the successful bidder providing Deliverables and Services and performance of the obligations as set out in this Agreement, the Bank shall pay to the Vendor the Fees as set out in this RFP hereto. The Vendor shall raise monthly invoices along with the monthly downtime reports. It is agreed that the Bank shall make payments for all undisputed invoices to the Vendor in accordance with the payment terms as set out in the said Schedule. Disputes, if any, shall be notified by the Bank within a period of 7 (seven) working days of submission of invoices by the Vendor</p>	<p>We request Bank to incorporate the following:</p> <p>In case the dispute pertaining to payment did not resolved within a period of 15 days, in such cases Bank shall accept the invoice raised by the Bidder and shall be responsible to make payment as per agreed terms. Further, in the event of delay in payment or non-payment, the Bidder shall be entitled to charge interest @18%p.a till the actual realization of outstanding amount and also shall be entitled to suspend the services till the amount is due to the Bank.</p>	Clause stand as per RFP
208	93	7	<p>Uptime calculation and standard exclusions</p> <p>Exclusions to Downtime - The following will be Standard Exclusions while calculating availability:</p> <p>i. A maximum of 10 hours per month for performance of Supervisory duties, cash loading time, and Preventive Maintenance.</p> <p>i. Actual downtime due to Cash Out</p>	<p>We request Bank to include following instances as standard exclusions of Monthly uptime/ availability: Theft, Vandalism, Burglary, Road blockage, Excavation, sun outage, Heavy rains that affect connectivity, Planned man days, or any network failure from Service provider.</p>	Clause stand as per RFP

			<p>on account of delayed supply or non-supply of the cash by the Bank..</p> <p>ii. Actual downtime on account of Switch downtime</p> <p>iii. Force Majeure cases</p> <p>iv. Core Banking Solution Host outages</p> <p>v. Any other cause attributable to Bank's infrastructure.</p> <p>vi. Downtime during night hours for rural sites. In case of ATMs at Rural Centers, as availability may be restricted to 14 hrs. Per day, an additional exclusion of 10 hrs. Per day (for 14 hrs. availability per day, e.g. 06 am to 08 pm) will also be reckoned at the time of calculation of uptime.</p> <p>vii. Faults which are not reported through online Switch feed.</p> <p>viii. ATM Sites Accessibility issues such as – access not being allowed to Sites for reasons beyond the control of the Vendor. For example, access to captive Sites after working hours, Access to sites in sensitive / prohibited areas etc., as mutually agreed between Parties.</p> <p>ix. Delay by the Bank in proving Terminal Master (TM) Keys.</p>		
209	94	7	<p>Penalty</p> <p>For failure to ensure minimum availability (post applicable exclusions</p>	<p>We request Bank to charge penalty of half % and cap it at 5% max.</p>	<p>Clause Stand as per RFP</p>

			for Downtime) per ATM calculated on monthly basis, the Centre-wise penalty :		
210	94	7	<p>Uptime calculation and standard exclusions</p> <p>Vendor shall ensure that full configuration of the ATM is available to the Bank in proper working condition and ensure that uptime of not less than mentioned below shall be maintained, for each ATM for a calendar month (excluding the month of Installation of ATM):</p> <p>Metro & Urban centers - 97%</p> <p>Semi-urban & Rural centers - 95%</p>	Like Penalty slabs are specified by Bank, considering rural areas, we request Bank to specify slabs & incentivize the selected bidder if higher than expected uptime is maintained in given regions.	Clause Stand as per RFP
211	95	8	<p>Penalty</p> <p>Vendor shall be charged penalty for cash outs in any ATM due to his lapse, at the rate of Rs. 1,000/- per instance, per day</p>	We request Bank to charge penalty of 250 Rs per instance.	Clause Stand as per RFP
212	95	8	<p>Penalty</p> <p>Vendor shall be charged penalty for cash outs in any ATM due to his lapse, at the rate of Rs. 1,000/- per instance, per day.</p>	We request Bank not to charge any penalty on account of unforeseeable circumstances such as CRA labor issue, manpower strike. As the Bank is going to pay the bidder on Per transaction model, we request not to penalize for Cash as this would be double penalty to bear for the bidder.	Clause Stand as per RFP

213	95	8	Penalty Penalty - 8.1 & 8.2	We request Bank to cap the overall penalty at 5% of total monthly fees for a particular site.	Clause Stand as per RFP
214	96	11	Compliance with Statutory and Regulatory Provisions It shall be the sole responsibility of the selected bidder to comply with all statutory and regulatory provisions while delivering / undertaking the services mentioned in this RFP without any additional cost to the Bank	We request Bank to consider payment for any additional expenses incurred by the vendor on account of up-gradation of hardware, software etc. to comply with statutory & regulatory provisions after the bid submission etc.	Clause Stand as per RFP
215	97	12	Liquidated Damages Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% of the annual charges 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.	We request Bank to levy either the penalty or Liquidated damages, and not levy both.	Clause Stand as per RFP

			If the vendor claims that Bank is not in a position due to site note ready, the Vendor should submit the documentary proof to the paying authority.		
216	97	13 (vi)	<p>Paying Authority</p> <p>In case the bidder fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the selected bidder</p>	We request Bank to consider that in any event, Bidder cannot be responsible in case Bank procures materials from any third party and that material fails.	Clause Stand as per RFP
217	103	23	<p>Force Majeure</p> <p>Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case maybe which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:</p> <ul style="list-style-type: none"> · Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics/pandemics, · Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes, · Terrorist attacks, public unrest in work area, <p>Provided either party shall within ten</p>	We request Bank that the Force Majeure definition should also include, notifications issued by governmental or semi-governmental bodies from time to time.	Clause Stand as per RFP

			(10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above		
218	104	26 (II)	<p>Order Cancellation</p> <p>If the bidder does not perform satisfactorily or delays execution of order, UCO Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days" notice for the same. In this event the bidder is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which UCO Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled</p>	<p>We request Bank to clarify on below queries:</p> <p>a. 125% of Original quoted cost? What will be considered as original quoted cost?</p> <p>B. What are considered as deliverables?</p> <p>Since Bank is paying selected bidder on Transaction model, we request Bank to delete this clause.</p>	Clause stand as per RFP
219	112	36	<p>Termination For Convenience</p> <p>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</p>	<p>We request Bank to consider the same rights for the bidder also. Or else Bank should compensate the vendor for his lose on account of the termination in whole or part.</p>	Clause stand as per RFP

220	113	37	Consequences of Termination	<p>We request Bank to incorporate the following:</p> <p>In case of Termination by whatever reasons, Bidder should be entitled for non-cancellable costs i.e. the cost already incurred by the Bidder for the project.</p>	<p>It is to be clarified that Bank will not include any additional clause</p>
221	123	Annexure I	<p>Tender offer forwarding letter</p> <p>In the event of our selection by the Bank for undertaking for procurement of 200 ATMs on OPEX 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 favor of UCO Bank</p>	<p>Performance Guarantee is for the period of 3 years or 9 years, we request Bank to clarify. We recommend contract period of 7 Years.</p>	<p>Modified Clause to be read as:</p> <p>Tender offer forwarding letter</p> <p>In the event of our selection by the Bank for undertaking for procurement of 200 ATMs on OPEX Model, we will submit a Performance Guarantee for a sum equivalent to 10% of the project cost for a period 5 (Five) years effective from the month of execution of Service Level Agreement in favor of UCO Bank</p>
222	125	Annexure III	Manufacturer Authorization Form (MAF)	<p>We request Bank to allow bidder to submit multiple MAFs for all assets, as this will help bidder to deploy faster in a shorter timeline.</p>	<p>Multiple ATM OEMs are allowed after fulfilling the respective eligibility criteria as mentioned in part II Clause no 2.1. However the number of ATM for each OEM must be</p>

					mentioned in technical bid and same should be adhered in the implementation i.e. integration with switch.
223	156	Annexure XIX	Technical Specification, 3.1	We request Bank to modify certificate issued in favor of Successful bidder to " Certificate issued in favor of successful bidder or OEM"	Modified Clause to be read as: UL291 Level 1 or higher/CEN L or higher Certified Secure Chest or higher (Certificate issued in favour of successful bidder/OEM by these agencies to be provided by successful bidder as part of the bid document). The body of the ATM safe should have torch & tool Resistance material which offers strong resistance and delays the breaching efforts considerably.
224	156	Annexure XIX	Technical Specification, 3.4 Resistance to Fire/Water/Temperature	We request Bank to elaborate the Fire/Temperature/Water resistance level or standards Bank expects.	Clause is self explanatory
225	158	Annexure XIX	Technical Specification, 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 request Bank to change the cassette bin with Lock and key to "cassette bin with Lock and key/Latch" as for currency cassette it has been specified as Lock/Latch.	Clause stand as per RFP

226	159	Annexure XIX	<p>Technical Specification, 5.15</p> <p>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/ up-gradation without any extra cost to the Bank.</p>	<p>Bidder shall be responsible to comply with RBI, IBA and other regulatory compliance at the time of signing the agreement. For new guidelines issued, We request Bank to change the clause to Hardware or software upgrades shall be done at mutually agreed costs.</p>	<p>Clause stand as per RFP</p>
227	164	Annexure XIX	<p>Technical Specification, 8.1</p> <p>SVGA compliant 10" (Ten Inch) and above colour ATM Display with touch screen monitor with 1024x768 resolution having 8 or more operational or functional display keys.</p>	<p>We request Bank to include DVI and LVDS display types also as these are latest display standards.</p>	<p>Modified Clause to be read as: "SVGA compliant 15" (Fifteen Inch) and above colour ATM Display with touch screen monitor with 1024x768 resolution having option of 8 or more operational or functional display keys."</p>
228	169	Annexure XIX	<p>Technical Specification, 12.15</p> <p>Software should be capable of implementing/ customizing for finger-print registration and Biometric authorization application as required by the Bank.</p>	<p>We request Bank to provide more details on this requirement.</p>	<p>Clause is self explanatory</p>
229	179	Annexure XIX	<p>Technical Specification, 18.3</p> <p>ATM should be provided with Anti-virus solution. Updating the Anti-Virus software will be the responsibility of</p>	<p>We request Bank to remove Antivirus software from Spec as already Terminal Security is part of the</p>	<p>Clause is self explanatory</p>

			successful bidder also successful bidder will be responsible for OS hardening, installation of service pack, and patch files.	specification.	
230	184	Annexure XXI	Commercial Bid Rate per Transaction	We request Bank to pay selected bidder a Fixed fees per month per ATM, over and above which per transaction fees can be paid separately. Furthermore we request Bank to allow bidder to charge Bank the actual cost of deployment of Guard wherever required.	Clause stand as per RFP
231	91	5(2)	Terms of Payments Bank will pay for actual number of successful Financial / Cash Transactions and successful Non-financial / Non-Cash transactions reported in the Switch but excluding the Suspect Transactions	We request Bank to change this model to a fixed fee model or fixed fee plus transaction model. This will help bidder in manage its minimum costs while also providing best services.	Clause stand as per RFP
232	33	2.3	2.3 Site Work Specifications 6. PANELLING Bright Silver panelling at entrance and walls to 7ft./8 ft. height made of 2" x 2" Aluminium box section with minimum 5mm ISO Aluminium Composite Panel. Exterior Panelling of shutter with 4 mm Aluminium Composite Sheet with trap	We request the Bank to make this as 3mm panelling as 4 mm is not available locally.	Clause stand as per RFP

			door and all accessories		
233	33	2.3	<p>2.3 Site Work Specifications</p> <p>7. PARTITION</p> <p>Providing and fixing of 2"x2" Aluminium Box Section partition with minimum 5mm Aluminium Composite panel / sheet lapped on front side and back side (only where backroom is available) with 8 MM thick plywood finished with Bright Silver colour enamel paint. Providing and fixing of flush Door with teak wood louvers, and necessary accessories.</p>	We request the Bank to make this as 3mm panelling as 4 mm is not available locally.	Clause stand as per RFP
234	33	2.3	<p>2.3 Site Work Specifications</p> <p>8. All sites must be provided with a high resolution external CCTV camera capable of capturing identifiable images. It should be located at a secure, hidden spot to record all events within the site but should not be positioned so as cover the Pin Pad. It should be capable of providing Time Stamp</p>	We request the Bank to clarify of this CCTV is in addition to E-Surveillance. If E-Surveillance is available then why does the Bank need an external camera?	If specification is covered under E-Surveillance then CCTV is not mandatory.
235	33	2.3	2.3 Site Work Specifications	We request the Bank to consider equivalent make wherever names of brands are mentioned.	Clause stand as per RFP

236	43	2.7.2.3	<p>2.7.2.3 Cash Replenishment and Related Services</p> <p>6. As per RBI guideline, Cassette swapping is mandatory in every ATM. Whenever, Bank will implement Cassette Swapping process every ATMs should have four extra cassettes. These Cassettes will be in custody of cash linked branch. When Cash will be provided by the Bank, the CMA will load the cassette under camera surveillance. These cassettes will be locked in presence of Branch official and CMA person.</p> <p>7. CMA will carry these cassettes to the ATM and load them in place of older sealed cassettes (which are in the ATM and brought back to the branch).</p>	<p>We request the Bank to clarify if it needs lockable cassettes or sealed cassettes. Will it follow the procedure of sealing or locking during cassette swap?</p>	<p>It is to be clarified that lockable cassettes are required.</p>
237	43	2.7.2.3	<p>2.7.2.3 Cash Replenishment and Related Services</p> <p>7. CMA will carry these cassettes to the ATM and load them in place of older sealed cassettes (which are in the ATM and brought back to the branch).</p>	<p>Please clarify of the Bank will provide replacement cassettes in case of damage to the cassettes in custody of the branch</p>	<p>Clause stands as per RFP</p>
238	43	2.7.2.3	<p>2.7.2.3 Cash Replenishment and Related Services</p> <p>13. CMA shall perform End of Day</p>	<p>In case of cassette swap, EOD cannot be done by the CMA. How will this process work as the sealed</p>	<p>Clause stands as per RFP</p>

			<p>(EOD) operation and generate Cash Balance Report (CBR) which shall be submitted to the Bank on T+1 basis. The CBR shall contain the following:</p> <ul style="list-style-type: none"> i. Opening Cash ii. Cash replenished iii. Cash Dispensed iv. Overage v. Shortage vi. Cash in the Divert Bin, vii. Closing Cash viii. EOD Time 	<p>cassette will be handed over to Bank? Who will be responsible for the cash verification, overages etc. Generally, this activity is done in the CMA's vault by specialized personnel and machines and not done by frontline cash custodians.</p>	
239	44	2.7.2.3	<p>2.7.2.3 Cash Replenishment and Related Services</p> <p>11. The CMA shall use secure armoured cash vehicles for pickup and delivery</p>	<p>We request the Bank to change this to Secured cash vans as per MHA guidelines as the industry does not have armoured cash vehicles.</p>	<p>Clause stand as per RFP</p>
240	59	4.1	<p>In-built SMPS to work on 210 V 50 Hz power supply</p> <p>SMPS</p>	<p>We would request Bank to modify the clause as - "In-built SMPS to work on 230 V 50 Hz power supply"</p>	<p>Clause stand as per RFP</p>
241	59	4.2	<p>Support input voltage of 210 V AC/50 HZ with +/- 5% variation</p>	<p>We would request Bank to modify the clause as - "Support input voltage of 230 V AC/50 HZ with +/- 5% variation"</p>	<p>Clause stand as per RFP</p>

242	62	7.4	<p>Microsoft Windows 10 or higher with latest service pack and patches capable of multi-tasking real time operations and software to control all activities of the ATM. Windows Operating System should be upgraded with latest version as and when required and mandated at no extra cost to Bank. And for, vendor shall upgrade to the latest version at no extra cost to the Bank. ATM operating system should be upgraded with latest service pack and patches at no extra cost to Bank on timely manner as and when required.</p> <p>Terminal Processor</p>	<p>We would request Bank to modify the clause as - "Linux/Microsoft Windows 10 or higher with latest service pack and patches capable of multi-tasking real time operations and software to control all activities of the ATM. Windows Operating System should be upgraded with latest version as and when required and mandated at no extra cost to Bank. And for Linux, vendor shall upgrade to the latest Linux version at no extra cost to the Bank. ATM operating system should be upgraded with latest service pack and patches at no extra cost to Bank on timely manner as and when required"</p>	<p>Clause stand as per RFP</p>
243	62	7.5	<p>(Windows 10 or higher) OS to be hardened to allow only the required services/ports and block all other services/ports to prevent all external virus attacks on the ATMs.</p> <p>Terminal Processor</p>	<p>We would request Bank to modify the clause as - "(Linux/ Windows 10 or higher) OS to be hardened to allow only the required services/ports and block all other services/ports to prevent all external virus attacks on the ATMs."</p>	<p>Clause stand as per RFP</p>
244	68	13.1.6	<p>The solution shall be able to set BIOS and Windows Password Centrally.</p> <p>System Hardening/Terminal Security Solution</p>	<p>We would request Bank to modify the clause as - "The solution shall be able to set Windows/ Linux Password Centrally. BIOS should be enabled in the Machine."</p>	<p>Clause stand as per RFP</p>

245	68	13.1.13	Effective, state-of-the-art protection against various Microsoft OS access related threats. System hardening / Terminal Security solution	We would request Bank to modify the clause as - "Effective, state-of-the-art protection against various Microsoft OS/Linux OS access related threats"	Clause stand as per RFP
246	69	13.1.18	ATMs should have enabled dynamic windows password. System hardening / Terminal Security solution	We would request Bank to modify the clause as - "ATMs should have enabled dynamic windows/Linux password"	Clause stand as per RFP
247	70	13.2.11	ATMs Windows OS should be configured to work in a locked down / restricted mode (with non admin rights). Hard Disk Encryption	We would request Bank to modify the clause as - "ATMs Windows/Linux OS should be configured to work in a locked down / restricted mode (with non admin rights)"	Clause stand as per RFP
248	70	13.2.12	The Windows admin password must be dynamic which must expire within specified period so as to be replaceable at specific intervals. There should be a separate Admin User ID password with restrictive access so that unauthorized persons should not be able to get access to the system Admin and BIOS password. The Operating System should have the provision for parameterization to log critical changes & incidents for monitoring purposes.	We would request Bank to modify the clause as - "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	Clause stand as per RFP

			Hard Disk Encryption	monitoring purposes."	
249	79	50	Supports Windows 10 or the latest available Windows Operating system. (up gradation to the latest version at no extra cost to the Bank) ATM Application related	We would request Bank to modify the clause as - "Supports Linux/Windows 10 or the latest available Windows Operating system. (up gradation to the latest version at no extra cost to the Bank)"	Clause stand as per RFP
250	11	3 Eligibility Criteria - 8	The bidder should have a minimum annual turnover of Rs. 50 Crore per year during the last three financial years i.e. 2016-17, 2017-18 & 2018-19.	We would request Bank to modify the clause as - "The bidder should have a minimum annual turnover of Rs. 25 Crore per year during the last three financial years i.e. 2017-18, 2018-19 & 2019-20." Justification - Even during the last CAPEX, the turnover requirement was only Rs.10 Crore per annum	Clause stands as per RFP
251	31	Part IV	Lead time for Delivery is not specified in the RFP	Lead time for delivery not specified. (the existing Lead time is 4 weeks for other states and 6 weeks for North East)	Query is not admissible



Department of Information Technology

Request for Proposal (RFP) for Procurement of 200 ATMs on OPEX model
RFP Ref. No DIT/BPR & BTD/OA/1288/2020-21 Date-23/11/2020

Annexure – XXI

INDICATIVE REVISED COMMERCIAL BID

TABLE A

(Amount in Rs)

Sl. No	Particulars of Transactions	No of estimated transactions in five years (A)	Rate per Transaction (B)	GST % & Amount	Total cost of Ownership excluding GST C= A*B
A	Financial/Cash Transaction for Off-Site ATMs	27375000			

Note:- Non-Financial/Non-Cash Transaction for Off-Site ATMs will be 25% of rate quoted in A Financial/Cash Transaction

The above quotation is subject to the following considerations:-

- i. The Bank shall pay Transaction Fees for actual number of successful Financial/Cash transactions per ATM reported in Switch, including business declines on cash withdrawals such as insufficient balance and wrong PIN entries, but excluding suspected transactions, as per the following rates:
- ii. The above price is valid for the Term of the Agreement.
- iii. The above price is applicable for all the ATMs installed under this RFP.
- iv. No Fees will be paid for Unsuccessful Financial/Cash or Non-Financial/Non-Cash transaction.
- v. A discounted transaction rate per ATM will applicable be in the following manner:

Up to 100 transactions	per day	- 0% (Nil discount)
101- 150 transactions	per day	- 10 % discount on above price
151- 200 transactions	per day	- 20 % discount on above price
201- 250 transactions	per day	- 30 % discount on above price
Above 251 transactions	per day	- 40 % discount on above price
- vi. The number of transactions shall be averaged for every ATM over a period of a

- calendar month to arrive at the transaction per day applicable for a said ATM.
- vii. The total of Successful transactions considered for discount lot will be separately considered for Successful Financial and Non-Financial transactions. The discount will be calculated on the incremental transactions and discount percentage will be applicable on the price per transaction for financial/cash and non-financial/non-cash as the case may be.
 - viii. 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.
 - ix. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
 - x. The above price is inclusive of all applicable taxes/cess (except Service Tax or any new tax levied by any statutory authorities payable on such Fees which will be paid by the Bank) and will not change due to exchange fluctuations, inflation, market conditions, etc.
 - xi. 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.
 - xii. 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.
 - xiii. 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.
 - xiv. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
 - xv. 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.
 - xvi. Bidder has to provide required hardware to implement RBI control measures/Security solution at the rate quoted in commercial bid.
 - xvii. 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 23.11.2020 and subsequent pre-bid and amendments.

Company Seal

Authorized Signatory

Date

Name & Designation:

INDIVAGTIVE REVISED MASKED COMMERCIAL BID

TABLE B					(Amount in Rs)
Sl. No	Particulars of Transactions	No of estimated transactions in five years (A)	Rate per Transaction (B)	GST % & Amount	Total cost of Ownership excluding GST C= A*B
A	Financial/Cash Transaction for Off-Site ATMs	27375000			

Note:- Non-Financial/Non-Cash Transaction for Off-Site ATMs will be 25% of rate quoted in A Financial/Cash Transaction

The above quotation is subject to the following considerations:-

- i. The Bank shall pay Transaction Fees for actual number of successful Financial/Cash transactions per ATM reported in Switch, including business declines on cash withdrawals such as insufficient balance and wrong PIN entries, but excluding suspected transactions, as per the following rates:
- ii. The above price is valid for the Term of the Agreement.
- iii. The above price is applicable for all the ATMs installed under this RFP.
- iv. No Fees will be paid for Unsuccessful Financial/Cash or Non-Financial/Non-Cash transaction.
- v. A discounted transaction rate per ATM will applicable be in the following manner:

Upto 100 transactions	per day	- 0% (Nil discount)
101- 150 transactions	per day	- 10 % discount on above price
151- 200 transactions	per day	- 20 % discount on above price
201- 250 transactions	per day	- 30 % discount on above price
Above 251 transactions	per day	- 40 % discount on above price
- vi. The number of transactions shall be averaged for every ATM over a period of a calendar month to arrive at the transaction per day applicable for a said ATM.
- vii. The total of Successful transactions considered for discount lot will be separately considered for Successful Financial and Non-Financial transactions. The discount will be calculated on the incremental transactions and discount percentage will be applicable on the price per transaction for financial/cash and non-financial/non-cash as the case may be.
- viii. 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.

- ix. Bank has discretion to keep any of the line item mentioned above as optional as per Bank's requirement.
- x. The above price is inclusive of all applicable taxes/cess (except Service Tax or any new tax levied by any statutory authorities payable on such Fees which will be paid by the Bank) and will not change due to exchange fluctuations, inflation, market conditions, etc.
- xi. 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.
- xii. 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.
- xiii. 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.
- xiv. We have understood that in case of non-adherence to any of the above, our offer will be summarily rejected.
- xv. 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.
- xvi. Bidder has to provide required hardware to implement RBI control measures/Security solution at the rate quoted in commercial bid.
- xvii. 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 23.11.2020 and subsequent pre-bid and amendments.

Sl. No	Description	Total Cost
1	Table A	
2	Table B	
Total Cost in figure		
Total cost in Words		

Company Seal

Authorized Signatory

Date

Name & Designation:



Department of Information Technology

Request for Proposal (RFP) for Procurement of 200 ATMs on OPEX model

RFP Ref. No DIT/BPR & BTD/OA/1288/2020-21 Date-23/11/2020

Amendments, Addendums and Corrigendum's

Performance Bank Guarantee

The selected Bidder shall, within a period of fifteen (15) days from the date of Letter of Intent (LOI)/**Purchase Order** (PO) have to furnish a Performance Bank Guarantee, format as per **Annexure** enclosed in the RFP issued by any scheduled commercial bank (other than UCO Bank) for the amount of 10% of TCO (Total Cost of ownership) valid for a period of 63 months (60 months + a claim period of three (3) months) from the date of Letter of Intent (LOI)/**Purchase Order** (PO) for indemnifying any loss to the Bank.

However, the selected Bidder may have to extend the validity of the Performance Bank Guarantee for extended period of contract. Upon furnishing the Performance Bank Guarantee, the Earnest Money Deposit (EMD) of the selected Bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit either in case the selected Bidder is unable to commence the project within the stipulated time or the commencement of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected Bidder is not able to fulfil 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.

The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period.

In case the Service Level Agreement/Contract is extended, the selected Bidder shall have to submit the Bank Guarantee equivalent to 10% of the project cost/Total Cost of Ownership (TOC) for the extended period along with a claim period of three (3) months.

REVERSE AUCTION

The Bidder who's Price Bid (indicative) has not been rejected / disqualified by the Bank will be asked to participate in the Reverse Auction, which will be conducted for determining the L1 bidder. The business rules, term and conditions of the Reverse Auction process will be provided to such short listed bidders in due course. Bidders have to comply with the procedure prescribed by the vendor appointed by the Bank for e-tendering / reverse auction. The technically qualified bidders will also be advised about the date of the reverse auction and date of training for this purpose. Bank reserves its right to open the indicative price bids of all the technically qualified bidders before the reverse auction process to arrive at the opening price (start price) for the Reverse Auction. However there would be no compulsion on the part of the Bank to necessarily accept these prices as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price and decrement price without having to disclose the basis to the Bidders. On completion of the Reverse Auction, the Bank will evaluate the resultant price which will get precedence over the price offered in the indicative price bid submitted by bidders. The L-1 bidder will be determined on the basis of the lowest price quoted / offered in the Reverse Auction.

BUSINESS RULES FOR REVERSE AUCTION

Ref: RFP For Procurement of 200 ATMs on OPEX model
RFP REF NO: DIT/BPR&BTD/OA/1288/2020-21 dated 23.11.2020

Reverse Auction through E-Procurement

The detailed procedure for Reverse Auction to be followed in the RFP For procurement of 200 ATMs on OPEX Model. RFP REF NO: DIT/BPR&BTD/OA/1288/2020-21 dated 23.11.2020.

The response to the present tender will be submitted by way of submitting the Technical offer & Indicative Commercial offers separately. The technical details with the relevant information /documents/acceptance of all terms and conditions strictly as described in this tender document will have to be submitted by the Bidders. The Indicative commercial bids submitted by the Bidders who are short listed in the technical bid evaluation process will be opened and those Bidders will be invited to participate in the online Reverse Auction to be conducted by the company selected by the Bank. Bidders who are short listed from Technical evaluation will be trained by the Reverse Auction Company for this purpose, and they will have to abide by the rules framed by the Bank in consultation with Reverse Auction Service provider. The e-business rules are furnished hereunder in this document.

Further, please note that the Bidder(s) who do not qualify in the technical bid processes will not be considered for participation in Reverse Auction. For participating in reverse auction digital signature is a pre-requisite.

BUSINESS RULES FOR REVERSE AUCTION

1. APPLICABILITY

1.1. Reverse Auctions are carried out under the framework of rules that are called Business Rules.

1.2. All bidders participating in Reverse Auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed format Exhibit-A.

1.3. Any bidder not willing to submit such an undertaking shall be disqualified for further participation respecting the procurement in question.

2. ELIGIBILITY

2.1. Only bidders who are technically qualified and who submit the prescribed undertaking to the Bank alone can participate in Reverse Auction relevant to the procurement for which RFP is floated.

3. COMPLIANCE/CONFIRMATION FROM BIDDERS

3.1. The bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP.

3.1.1. Acceptance of Business Rules for Reverse Auction and undertaking as per format in Annexure-XXXII.

3.1.2. Agreement between service provider and bidder. (This format will be given by the service provider prior to announcement of Reverse Auction.)

3.1.3. Letter of authority authorizing the name/s of official/s to take part in Reverse Auction as per format in Annexure- XXXIV.

3.1.4 Undertaking of Process Compliance Statement for Reverse Auction as per format prescribed in Annexure-XXXV.

4. TRAINING

4.1. The Bank will facilitate training for participation in Reverse Auction either on its own or through the service provider for the Reverse Auction.

4.2. Where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the bidders with Reverse Auction process.

4.3. Any bidder/bidder not participating in training and/or "mock reverse auction" shall do so at his own risk and it shall not be open for him to make any complaint/grievance later.

5. TOTAL COST OF OWNERSHIP (TCO)

5.1. TCO refers to the aggregate amount payable by the Bank for availing the services.

5.2. TCO shall encompass but not be limited to the following:

5.2.1 Cost of services.

5.2.2 Training costs for the product/service/equipment if and as defined in RFP.

5.3. TCO, however, shall not include variables of GST. These shall be paid as per actual and on production of receipts. However, no penalties respecting GST shall be paid by the Bank and the bidder shall bear such expenses.

6. DATE/TIME FOR TRAINING

- 6.1. The Venue, Date, Time etc. for training in Reverse Auction shall be advised at the appropriate time.
- 6.2. The Bank shall Endeavour to fix such Date/Time at mutual convenience to the bidder/s, service provider and the Bank.
- 6.3. No request for postponement/fixing of Training Date/Time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

7. DATE/TIME OF REVERSE AUCTION

- 7.1. The Date and Time of commencement of Reverse Auction as also Duration of 'Reverse Auction' Time shall be communicated at least 7 working Days prior to such auction Date.
- 7.2. Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but, the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such "Reverse Auction".

8. CONDUCT OF REVERSE AUCTION

- 8.1. The Reverse Auction shall be conducted on a specific web portal meant for this purpose.
- 8.2. The Reverse Auction may be conducted by the Bank itself or through a service provider specifically identified/appointed/empaneled by the Bank.

9. SERVICE PROVIDER'S ROLE & RESPONSIBILITIES

- 9.1. In all Reverse Auctions conducted by the Bank through a Service Provider, the Bank shall enter into a separate agreement clearly detailing the role and responsibilities of the service provider hosting the web portal for the Reverse Auction.
- 9.2. For creating necessary obligations and rights, the service provider will also enter into an agreement with each bidder as per a format designed by him for this purpose. The Bank shall resolve any points/issues concerning such agreement of bidder and service provider.
- 9.3. While a Service Level Agreement (SLA) by the Bank with the service provider is an arrangement for smooth and fair conduct of the Reverse Auction, the Bank shall be directly responsible to bidders for fair and transparent conduct of Reverse Auction.

9.4. The service provider at the end of each Reverse Auction shall provide the Bank with all details of the bids and reports of reverse auction.

9.5. The service provider shall also archive the data pertaining to the Reverse Auction for a minimum period of 3 years.

10. TRAINING AND AUCTION

10.1. Service provider / auctioneer are responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.

10.2. Each bidder / bidder shall participate in the training at his / their own cost.

10.3. Wherever it is considered necessary and asked by the bidders or as decided by the auctioneer or by Bank a mock auction may also be conducted for the benefit of all concerned.

10.4. Authorized representatives of the bidders named in the authorization letter given by the bidder (Exhibit-B) shall be given unique user name, password by the service provider / auctioneer.

10.5. Each bidder shall change the password and edit the information in the registration page after receipt of initial password.

10.6. All the bids made from the login ID given to bidder shall ipso-facto be considered bid made by the bidder / bidder to whom login ID and password were assigned by the service provider / auctioneer.

10.7. Any bid once made through registered login ID / password by the bidder / bidder cannot be cancelled. The bidder, in other words, is bound to sell the "Offering" as per the RFP at the bid price of TCO.

10.8. Every successive bid by the bidder / bidder being decremented bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.

10.9. The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different bidders. In other words, there shall never be a "Tie" in bids.

11. PROXY BID

11.1. A proxy bid is one where bidder can submit the lowest bid amount by him in strict confidence to the system directly. This obviates the need for him participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.

11.2. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.

11.3. Since it is an English auction with no ties, two bidders submitting identical proxy bid amount and succeeding in auction simultaneously does not arise.

11.4. During training, the issue of proxy bidding will be clarified in detail by the service provider.

12. TRANSPARENCY IN BIDS

12.1. All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

13. MASKING OF NAMES

13.1. Names of bidders/ bidders shall be anonymously masked in the Reverse Auction process and bidders will be given suitable dummy names.

13.2. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

14. START PRICE

14.1. Bank shall determine the start price either on its own or through asking for information of price band on TCO from each bidder at appropriate time during or at the conclusion of technical evaluation. Based on the price band so informed by bidders, Bank would determine the start price for reverse auction.

15. DECREMENTAL BID VALUE

15.1. The bidders shall be able to bid only at a specified decrement value and not at any other fractions.

15.2. The bid decrement value shall be rounded off to the nearest thousands of rupees.

15.3. For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level.)

16. COPY OF BUSINESS RULES

16.1. The Bank shall supply copy of the Business rules to any bidders / bidders, wishing to participate in the reverse auction. Such request shall be made in writing to the Bank by an authorized representative of the bidder.

16.2. The Bank shall also handover a copy of the Business Rules with a covering letter duly signed by an authorized signatory of the Bank.

16.3. For any dispute concerning the Business Rules, the hard copy of Business Rules supplied by the Bank for the reference of reverse auction process will alone be considered final and binding.

17. REVERSE AUCTION PROCESS

17.1. In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction. For this purpose, Bank shall do all it can to award the contract to L1 bidder or in the circumstances where awarding of contract may have to be done to the L2, L3 bidder as provided for in the RFP.

17.2. The Bank shall however, be entitled to cancel the procurement of Reverse Auction, if in its view procurement or reverse auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

17.3. The successful bidder shall be obliged to provide a Bill of Material at the last bid price at the close of auction.

18. EXPENDITURE ON REVERSE AUCTION

18.1. All expenses of reverse auction shall be borne by the Bank.

18.2. Bidders, however, shall attend the training or mock auction at their own cost.

19. CHANGES IN BUSINESS RULES

19.1. Any change in Business Rules as may become emergent and based on the experience gained shall be made only by a Committee of senior / top executives of the Bank.

19.2. Any / all changes made in Business Rules shall be uploaded in the Website immediately.

19.3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder/ bidder and his concurrence to / acceptance of the change shall be obtained in writing by the Bank.

20. DON'TS APPLICABLE TO THE BIDDER/BIDDER

20.1. No bidder shall involve himself / itself or any of his / its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidder / bidders concerned from the reverse auction process.

20.2. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.

20.3. Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

21. GRIEVANCES REDRESSAL

21.1. Any aggrieved bidder / bidder through Reverse Auction process can make complaint in writing within 48 hours of the Reverse Auction to the Chief Compliance Officer of the Bank.

21.2. The Chief Compliance Officer along with the Chief Law Officer of the Bank and Chief of Audit Dept. shall give personal hearing to the aggrieved bidder / bidder and decide upon the complaint / grievance.

21.3. Decision of the Grievance Redressal Committee shall be binding on the Bank as well as on all bidders participating in the Reverse Auction.

22. ERRORS AND OMISSIONS

22.1. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Business Rules, the decision of the Bank shall be final and binding on all concerned.

Place:

Date:

Signature:

Name & Designation:

Business Address:

Compliance Statement - Reverse Auction

(To be submitted by all the bidders participating in Reverse Auction)

**The Deputy General Manager (DIT, BPR & BTB),
UCO Bank,
Department of Information Technology,
Head Office – II,
3 & 4 DD Block, Sector -1
Salt Lake, Kolkata – 700064.**

**Ref: RFP For procurement of 200 ATMs on OPEX Model. RFP REF NO:
DIT/BPR&BTB/OA/1288/2020-21 dated 23.11.2020**

- a) We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP For procurement of 200 ATMs on OPEX Model. RFP REF NO: DIT/BPR&BTB/OA/1288/2020-21 dated 23.11.2020
- b) We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- c) We hereby undertake and agree to abide by all the terms and conditions stipulated by UCO Bank in the RFP document including all annexure and the Business Rules for Reverse Auction.
- d) We shall participate in the on-line auction conducted by (Auction Company) selected by UCO Bank and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auction company.
- e) We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders.
- f) We confirm having nominated Mr _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.
- g) We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 24 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Competent Authority Signature: _____

Date: _____

Letter of Authority for Participation in Reverse Auction

**The Deputy General Manager (DIT, BPR & BTB),
UCO Bank,
Department of Information Technology,
Head Office – II,
3 & 4 DD Block, Sector -1
Salt Lake, Kolkata – 700064.**

**Ref: RFP For procurement of 200 ATMs on OPEX Model. RFP REF NO:
DIT/BPR&BTB/OA/1288/2020-21 dated 23.11.2020**

- a) We _____ (name of the company) have submitted our bid for participating in Bank's RFP dated 23/11/2020 for procurement of 200 ATMs on OPEX Model.
- b) We also confirm having read and understood the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
- c) As per the terms of RFP and Business rules, we nominate Mr _____, designated as _____ of our company to participate in the Reverse Auction.
- d) We accordingly authorize Bank and / or the Auction Company to issue user ID and password to the above named official of the company.
- e) Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
- f) We, hereby confirm that we will honour the Bids placed by Mr _____ on behalf Of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Competent Authority Signature: _____

Date: _____

Undertaking of Process Compliance Statement for Reverse Auction

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

**The Deputy General Manager (DIT, BPR & BTB),
UCO Bank,
Department of Information Technology,
Head Office – II,
3 & 4 DD Block, Sector -1
Salt Lake, Kolkata – 700064.**

Sir,

**Ref: RFP For procurement of 200 ATMs on OPEX Model. RFP REF NO:
DIT/BPR&BTB/OA/1288/2020-21 dated 23.11.2020**

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We have studied the Commercial Terms and the Business Rules governing the Reverse Auction as mentioned in the RFP and confirm our agreement to them.
3. We confirm that UCO Bank and Auction Service Provider shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
4. We also confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
5. We also confirm that we will mail the price confirmation & break up of our quoted price as per Annexure-I within 24 hour of the completion of the reverse auction.
6. We, hereby confirm that we will honour the bids placed by us during the auction process.

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Date:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Verified above signature

Competent Authority Signature: _____

Date: _____

Undertaking Letter on the vendor's letterhead

**The Deputy General Manager (DIT, BPR & BTB),
UCO Bank,
Department of Information Technology,
Head Office – II,
3 & 4 DD Block, Sector -1
Salt Lake, Kolkata – 700064.**

Sir,

**Ref: RFP For procurement of 200 ATMs on OPEX Model. RFP REF NO:
DIT/BPR&BTB/OA/1288/2020-21 dated 23.11.2020**

We undertake that we shall not quote products, whose End of sale/ End of Support / End of Life has been declared by the OEM as on RFP submission date. We ensure that any equipment supplied as part of this RFP would not reach end of support or end of life for at least five (5) years postdate of acceptance of such equipment by the Bank. In the event if any equipment supplied by us, reaches either end of support or end of life as stipulated in this clause, within the period of five (5) years , we shall immediately replace/upgrade the equipment at no additional cost to the Bank

Yours faithfully,

Authorised Signatory

Designation

Bidder's corporate name

Place:

Date: